

RESOLUTION NO. 2012 - 309

A RESOLUTION ADOPTING A FORM FRANCHISE AGREEMENT FOR COMMERCIAL SOLID WASTE COLLECTION SERVICES WITHIN THE CITY; ADOPTING THE AMOUNT OF THE APPLICATION FEE FOR A FRANCHISE; AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST TO THE FRANCHISE AGREEMENT; AUTHORIZING THE DIRECTOR OF THE SOLID WASTE & ENVIRONMENTAL PROGRAM MANAGEMENT DEPARTMENT TO PREPARE AND APPROVE EXHIBIT C TO THE FRANCHISE AGREEMENT, WHICH IS ENTITLED "LIST OF COMMERCIAL ESTABLISHMENTS THAT MAY RECEIVE COMMERCIAL SOLID WASTE COLLECTION SERVICE BY THE FRANCHISEE" AND AMEND EXHIBIT C DURING THE TERM OF THE FRANCHISE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 1, 2012, the City Council adopted Ordinance No. 2012-19, which is the "City of Tampa Ordinance for Commercial Solid Waste Collection Services and Franchises" ("Ordinance"); and

WHEREAS, the Ordinance establishes the procedures that must be followed by any person wishing to obtain a Franchise authorizing them to provide Commercial Solid Waste Collection Services in the City; and

WHEREAS, Section 26.410(a) of the Ordinance provides that an applicant for a Franchise must "execute a Franchise Agreement, including all required attachments, in the form that has been approved by the City Council;" and

WHEREAS, the form of the "Franchise Agreement for Commercial Solid Waste Collection Services" ("Franchise Agreement") is attached hereto; and

WHEREAS, the exhibits to the Franchise Agreement are attached hereto or will be attached to the Franchise Agreement in the future, as explained below:

Exhibit A - "Application for Franchise for Commercial Solid Waste Collection Services" (form for completion by applicant is attached);

Exhibit B - "Affidavit in support of Franchise Application" (form for completion by the applicant is attached);

Exhibit C - "List of Commercial Establishments that may receive Commercial Solid Waste Collection Service by the Franchisee" (this list will be prepared by the Director of the Department of Solid Waste & Environmental Program Management before the Director approves the application for a Franchise);

Exhibit D - "Franchisee's Bond" (the bond will be prepared and submitted by the applicant when the application is filed with the City; a sample bond is attached for illustration);

Exhibit E - "Insurance Requirements" (attached);

Exhibit F - "Franchisee's Certificate of Insurance" (the certificate of insurance will be submitted by the applicant with the application; a sample certificate is attached for illustration).

WHEREAS, an applicant for a Franchise must pay an application fee; and

WHEREAS, the amount of the application fee must be established by Resolution of the City Council, pursuant to Section 26.403(e)(2) of the Ordinance and City of Tampa Code Section 26-31(b).

NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA:**

Section 1. That the Franchise Agreement, in substantially the form attached hereto, is approved in its entirety for execution in accordance with the requirements of the Ordinance.

Section 2. That the Mayor of the City of Tampa is authorized and empowered to execute the Franchise Agreement on behalf of the City of Tampa, and the City Clerk is authorized and empowered to attest and affix the official seal of the City of Tampa to the Franchise Agreement.

Section 3. That the amount of the new and renewal application fee for a franchise shall be Two Hundred and Fifty Dollars (\$250.00).

Section 4. That the Director of the Department of Solid Waste & Environmental Program Management is authorized and empowered to prepare and approve (a) Exhibit C to the Franchise Agreement, which is entitled "List of Commercial Establishments that may receive Commercial Solid Waste Collection Services by the Franchisee", and (b) amendments to Exhibit C, if the applicant seeks the City's approval to add or delete commercial establishments from Exhibit C, after the Franchise Agreement is executed by the Mayor.

Section 5. That the other proper officers of the City of Tampa are authorized to do all things necessary to carry out the terms and conditions of this Resolution.

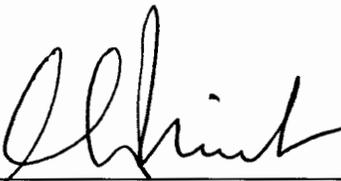
Section 6. That this Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA,
FLORIDA, ON THIS 5 DAY OF APRIL, 2012.**

ATTEST:



CITY CLERK



CHAIR, ~~CHAIR PRO-TEM~~ CITY
COUNCIL

Approved as to legal sufficiency by:
Catherine Ginster, Assistant City Attorney

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

This FRANCHISE AGREEMENT FOR COMMERCIAL SOLID WASTE COLLECTION SERVICES (hereinafter the "Agreement") is made and entered into this ____ day of _____, 20____, (hereinafter the "Effective Date") by and between the CITY OF TAMPA, a Florida municipal corporation, organized and existing under the laws of the State of Florida, whose address is 4010 West Spruce Street, Tampa, Florida 33607 (hereinafter the "City"), and _____, whose address is _____ (hereinafter the "Franchisee"). The City and the Franchisee are each referred to hereinafter as a "Party" and they are collectively referred to hereinafter as "the Parties."

WITNESSETH:

WHEREAS, Franchisee has applied for a Franchise to collect, transport and dispose of Commercial Solid Waste within the City of Tampa, pursuant to the provisions of the City of Tampa Code ("Code"), Chapter 26, Article VIII, which is entitled "City of Tampa Ordinance for Commercial Solid Waste Collection Services and Franchises" (hereinafter the "Ordinance"); and

WHEREAS, the City has established certain conditions and requirements that must be met by any person that wishes to receive a Franchise for Commercial Solid Waste Collection Services; and

WHEREAS, the Franchisee agrees to comply with the conditions and requirements that the City has established in this Agreement and the Ordinance; and

WHEREAS, the Franchisee recognizes the privileges and benefits that the Franchisee will receive by entering into this Agreement with the City.

AGREEMENT

NOW THEREFORE, in consideration of the terms, conditions, covenants and mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are true, correct, and incorporated herein by reference.
2. **Definitions.** The words and phrases in this Agreement shall be construed in accordance with the definitions contained in the Ordinance.
3. **Issuance of Revocable Franchise.** By executing this Agreement, the City hereby issues a revocable Franchise that authorizes the Franchisee to provide Commercial Solid Waste

Collection Services in the City, subject to the requirements of this Agreement and the Ordinance. The granting of this Franchise does not create any vested rights. The Franchise and this Agreement may be suspended or revoked (terminated) in accordance with the terms of the Ordinance and this Agreement. The Franchise shall expire or terminate when this Agreement expires or terminates.

4. Scope of Franchise. This Franchise only authorizes the collection of Commercial Solid Waste at approved Commercial Establishments. A permit is required pursuant to Chapter 26, Article IV, of the Code if the Franchisee wishes to collect materials that are not Commercial Solid Waste.

5. Duration of Franchise. The term of this Agreement shall commence on the Effective Date. If the Effective Date is prior to October 1, 2013, this Agreement shall expire on September 30, 2013, unless it is revoked sooner in accordance with Section 26.408 of the Ordinance. If the Effective Date is on or after October 1, 2013, this Agreement shall expire on the next September 30th following the Effective Date, unless the Agreement is revoked sooner in accordance with Section 26.408 of the Ordinance.

6. Franchise Application and Customer List. The Franchisee's "Application for Franchise for Commercial Solid Waste Collection Service" ("Application") is attached hereto as Exhibit "A." The Franchisee's "Affidavit in support of Franchise Application" ("Affidavit") is attached hereto as Exhibit "B." The Application includes the list of Commercial Establishments that the Franchisee proposed to serve under this Franchise. The Franchisee is hereby authorized to provide Commercial Solid Waste Collection Services, but only to the Commercial Establishments that are approved by the Director of the Department of Solid Waste & Environmental Program Management and identified on Exhibit "C," which is attached hereto, or approved by the Director pursuant to Section 7, below.

7. Amended Application for New Commercial Establishments. The Franchisee shall provide the Department with an amendment to the Franchisee's Application before the Franchisee begins to provide Commercial Solid Waste Collection Service to any Commercial Establishment that is not explicitly identified in Exhibit "C." The amendment shall identify the new Commercial Establishment(s) that the Franchisee wishes to serve, and it shall identify the vehicles, equipment, and containers that will be used to provide service to the new Commercial Establishment(s). The amendment shall update the information in the Application; the amendment does not need to duplicate the information and other materials (e.g., bond; certificate of insurance) that were submitted in the Application, but shall correct any information that is no longer accurate because of events that have occurred after the Application was executed by the Franchisee. The Franchisee shall not begin to provide Commercial Solid Waste Collection Services to any new establishment until the Franchisee receives written approval from the Director to provide the proposed service.

8. Application for Renewal of Franchise. An application for the renewal of this Franchise shall be submitted in the same manner as the Application that was filed for this Franchise. The Franchisee shall submit its application for renewal at least thirty (30) days before the expiration of this Agreement (i.e., on or before September 1st). The application and supporting

information shall be submitted on forms provided by the City. The required application fee shall be filed with the application. The application may be denied for the reasons set forth in the Ordinance. Among other things, the application may be denied for a Commercial Establishment if the City is willing and able to provide Commercial Solid Waste Collection Services to that Commercial Establishment.

9. Bond. The Franchisee has filed a bond with the City in the amount of fifty thousand dollars (\$50,000). The bond is attached hereto as Exhibit "D." The bond shall be used to ensure that the Franchisee will perform its obligations hereunder in compliance with this Agreement and the Ordinance. The Franchisee shall maintain the bond in full force and effect at all times during the term of this Agreement.

10. Liability Insurance. The Franchisee shall obtain, and maintain in effect at all times, the types and amounts of insurance coverage required by the Ordinance and this Agreement. The insurance shall be issued by an insurance company that is licensed to do business in Florida and is acceptable to the City. The Franchisee shall comply with the insurance requirements in Exhibit "E," which is attached hereto. The Franchisee has provided the City with a certificate evidencing the required insurance coverages, and the certificate is attached hereto as Exhibit "F."

11. Indemnification. Franchisee agrees that it will indemnify, hold harmless, and defend the City, its officers, employees, agents, consultants, and contractors, from and against any and all claims, actions, causes of action, suits in equity, administrative actions, demands, judgments, liabilities, losses, suits, interests, fines, penalties, damages, losses of use, costs, charges or expenses of any kind, including reasonable expert witness fees and reasonable attorney fees, whether at trial or appeal, and including actions taken against the City by a regulatory agency (e.g., the Florida Department of Environmental Protection, Hillsborough County Environmental Protection Commission, or U.S. Environmental Protection Agency) that arise, result from, or are related to acts or omissions of the Franchisee, its employees, agents, officers or representatives, while collecting, transporting, processing and/or disposing of solid waste within the City.

12. Payment of Franchise Fees. The Franchisee shall pay as compensation to the City, for the rights and benefits granted hereunder, a Franchise fee equal to fifteen (15) percent of the Franchisee's Gross Revenues. For purposes of this Agreement, Gross Revenues shall consist of all revenues the Franchisee is entitled to collect from the Franchisee's customers for providing Commercial Solid Waste Collection Services in the City. Gross Revenues are equal to the Franchisee's billings for Commercial Solid Waste Collection Services, with no deductions, except for bad debts written off in accordance with generally accepted accounting principles issued by the Financial Accounting Standards Board. Notwithstanding anything else contained in this paragraph, Gross Revenues do not include the amount billed by the Franchisee to its customers to pay the Franchise fee.

Franchise fee payments for Commercial Solid Waste Collection Services shall be due forty-five (45) days after the end of each month in which the Franchisee provided such services. Each payment shall be accompanied by a statement of the Franchisee's Gross Revenues for the month, which shall be submitted on a form prescribed by the City's Department of Revenue and Finance. The Franchise fees shall be paid directly to the City's Department of Revenue and

Finance. Statements and remittances shall be accepted as timely if postmarked within forty-five (45) days after the end of the month in which the Commercial Solid Waste Collection Services were provided; if the forty-fifth (45th) day falls upon a Saturday, Sunday, or federal or state holiday, the statements and remittances shall be accepted as timely if postmarked on the next succeeding workday.

A Franchisee's failure to pay the necessary Franchise fees in compliance with this Agreement and the Ordinance shall constitute a default under this Agreement, which may result in a suspension or revocation (i.e., termination) of this Agreement and the Franchise.

The City may pursue all remedies at law, now in effect or as amended, for the collection of any delinquent payments of Franchise fees. Payments not received by the due date shall be assessed (a) an administrative fee to reimburse the City for the reasonable administrative costs associated with collecting such monies and (b) interest for each day of delinquency at the rate of eighteen (18) percent per annum or the maximum allowed by law, whichever is less, in accordance with the City of Tampa Code, Section 1-28 ("Collection charges; interest"), until the total unpaid amount due and owing is paid in full. The administrative fee shall be equal to six (6) percent of the amount owed by the Franchisee to the City or fifteen dollars (\$15.00), whichever is greater. Franchisee shall pay all reasonable attorney fees and other costs incurred by the City in the collection of past due amounts.

All amounts paid by the Franchisee shall be subject to confirmation and re-computation by the City. An acceptance of payment shall not be construed as an accord that the amount paid is the correct amount, nor shall acceptance of payment be construed as a release of any claim the City may have for further or additional sums payable.

Billing methods that have the effect of reducing or avoiding the payment of Franchise fees are prohibited, and shall be cause for termination of the Franchise and this Agreement. If the Franchisee or the Franchisee's employees, agents or representatives use billing methods that are false, misleading or fraudulent for the purpose of reducing or avoiding payment of Franchise fees, they may be subject to the penalties provided by the City of Tampa Code, Section 1.6 ("General Penalty") and Section 26.417 ("Penalties for Violation").

13. Books and Records. The Franchisee agrees to make all of its books and records concerning the Franchisee's business under this Franchise available to the City or its designee for inspection, copying, and audit. The Department of Solid Waste & Environmental Program Management (hereinafter "Department") shall provide fifteen (15) days advance written notice before conducting any such inspection. The records shall be kept at a location within the City or Hillsborough County, and shall be readily accessible for review by the City. The Franchisee shall maintain its records for at least three (3) years after the termination of the Franchise. Upon request, the City may allow the Franchisee to satisfy one or more of the requirements in this paragraph by providing access to the Franchisee's records via the internet or by providing electronic copies (e.g., computer disks) of the records.

14. Monthly Reports. Upon request, the Franchisee shall furnish to the City a copy of the Franchisee's monthly billing statements for the Commercial Solid Waste Collection Services the

Franchisee provided within the City. The Franchisee shall file a monthly report with the Director within forty-five (45) days after the end of each month in which the Franchisee provided Commercial Solid Waste Collection Services in the City. Each monthly report shall contain an accurate and current list of all customers receiving Commercial Solid Waste Collection Services from the Franchisee. At a minimum, the monthly reports shall include the following information for each customer: (a) the customer's name; (b) the street address or location of the customer's commercial establishment; (c) the size (capacity) of each container used by the customer; (d) the type of container(s) used by the customer; (e) the frequency of collection for each container; and (f) the individual and total amount of each fee and charge billed by the Franchisee during the month for the Franchisee's Commercial Solid Waste Collection Services, including but not limited to all container rental fees, container maintenance fees, waste collection and hauling fees, and waste disposal fees. The monthly reports shall be submitted electronically in a format that is acceptable to the Director.

15. Annual Reports. The Franchisee shall file an annual report with the City concerning the Franchisee's total Gross Revenues for the year. This annual report shall be examined by an independent certified public accountant ("auditor"), who shall confirm that the Franchisee's computations concerning Gross Revenues and Franchise fees were performed in accordance with the terms of this Agreement and the Ordinance. The auditor's report shall state that the examination of the Franchisee's records was performed in accordance with professional standards established by the American Institute of Certified Public Accountants or a successor organization. The auditor's report shall be filed with the Director within one hundred and twenty (120) days after the end of the Franchisee's fiscal year. The auditor's services shall be contracted and paid by the Franchisee.

16. Public Records. In accordance with Chapter 119 Florida Statutes, any written documents that are submitted to the City will become the property of the City and will not be returned. All information contained within such documents shall be available for public inspection, except as otherwise provided under Chapter 119, F.S., or other applicable laws. If the Franchisee claims that any documents provided to the City are exempt from Florida's public records laws, the Franchisee must identify specifically any information that the Franchisee considers confidential, proprietary, or trade secrets, and the Franchisee must specifically cite the applicable law creating such exemption. In the event that the City is served with a subpoena or order of a court or agency seeking disclosure of a document identified by the Franchisee as exempt from disclosure, the City shall notify Franchisee, and provide Franchisee with an opportunity to seek an appropriate protective order or other relief. The City may disclose any document in accordance with a lawful court or agency order, in the event that Franchisee fails to obtain a protective order, or other appropriate relief barring the disclosure of the Franchisee's documents.

17. Method of Making Collections. The Franchisee shall collect and transport Commercial Solid Waste in compliance with the requirements in this Agreement and the Ordinance. The Franchisee shall take care in the loading and transportation of Commercial Solid Waste so that none of the solid waste is left on public or private property in the City. Any solid waste, litter, or liquid spilled, discarded, or otherwise left on public or private property by the Franchisee shall be cleaned up immediately by the Franchisee. If the Franchisee fails to clean up the same within two (2) hours after notification by the City, the City may cause such property to be cleaned and

then the City may charge all associated costs to the Franchisee, plus a ten percent (10%) administrative overhead fee.

At a minimum, the Franchisee shall comply with the following conditions when collecting Commercial Solid Waste within the City:

(a) *Hours of collection.* The authorized hours for collecting Commercial Solid Waste within the City shall be established by the Department. In the absence of any contrary regulations adopted by the Department, the Franchisee may collect Commercial Solid Waste between the hours of 3:30 a.m. and 10:00 p.m. The Director may allow Commercial Solid Waste to be collected at other times in cases of extenuating circumstances or emergency situations. The Director may restrict the hours of collection, after providing notice and an opportunity to be heard, if the Director concludes that the Franchisee's operations are causing a nuisance.

(b) *Routes of travel.* To the greatest extent practicable, all of the Franchisee's collection vehicles shall travel on major thoroughfares, without using side streets, when collecting and transporting solid waste. The Franchisee shall comply with the applicable provisions of the City's ordinances concerning the use of designated truck routes by regulated trucks.

(c) *Equipment.* All vehicles, equipment, and containers used to provide Commercial Solid Waste Collection Service shall be maintained at all times in a clean, sanitary, and neat condition, and in good repair. All of the Franchisee's vehicles, equipment, and containers, shall be maintained and operated in a manner to ensure the safety of the citizens of the City. All of the Franchisee's collection vehicles, equipment, and containers shall bear the Franchisee's name and current phone number in letters not less than two (2) inches tall.

(d) *Weights of loads hauled.* The total gross weight of any loaded vehicle used by the Franchisee in the City shall not exceed the maximum gross weight allowed under any applicable federal, state, or City laws.

(e) *Prohibited materials and wastes.* The Franchisee shall use all reasonable measures to prevent prohibited materials from being collected, transported, or disposed of in a manner that poses a threat to human health, public safety, or the environment. The Franchisee shall not collect prohibited materials in the City, and shall not deliver prohibited materials to the City's facilities, without the City's prior written approval. The Franchisee shall promptly notify the City if a Person places prohibited materials out for collection by the Franchisee. The requirements and prohibitions in this paragraph apply to cases where the Franchisee knew, or reasonably should have known that the Franchisee was collecting, transporting, delivering or disposing of prohibited materials.

(f) *Produce receipts from approved facilities.* The Franchisee, upon request of the Department, shall produce receipts or other documents demonstrating that all of the Commercial Solid Waste collected by the Franchisee in the City was delivered to the McKay Bay Complex or another solid waste management facility that was approved in advance by the Director.

(g) *Disposal at McKay Bay Complex.* If the Franchisee collects, receives, transports, stores or separates Commercial Solid Waste that was generated within the City, the Franchisee shall

deliver such waste to the City's McKay Bay Complex, unless the Franchisee received the Director's advance written authorization to deliver the waste to a different solid waste management facility. The Franchisee shall deliver the Commercial Waste to the McKay Bay Complex, even if it is mixed with materials that are not Commercial Waste.

18. City's Right to Inspect. The City shall have the right to inspect the Franchisee's equipment, vehicles, and containers at all times. The Franchisee shall allow the City's representatives to enter the Franchisee's property for the purpose of conducting such inspections. The City's representatives shall provide appropriate identification, and shall comply with the Franchisee's normal procedures for the protection of health and safety, when conducting inspections on the Franchisee's property. The City shall provide reasonable advance notice before conducting an inspection on the Franchisee's property, and shall conduct such inspection during the Franchisee's normal business hours, unless the City is responding to an emergency or other situation that poses a threat to public health or safety.

19. Grounds for Suspension, Revocation and Termination of Franchise Agreement. The City may suspend or revoke (terminate) this Agreement if the Franchisee fails to comply with any of the requirements in this Agreement or the Ordinance. Other grounds for the suspension or revocation of the Agreement are set forth in the Ordinance, Section 26.408 ("Suspension or revocation of Franchise"). The City may suspend the Franchisee for a stated period of time, place the Franchisee on probation, or place other conditions on the Franchisee as the City finds necessary. The City shall give the Franchisee notice and an opportunity to be heard before the City suspends or revokes this Agreement. Franchisee shall be responsible for paying all costs, expenses, attorneys' fees, and damages the City incurs as a result of the Franchisee's failure to comply with the requirements of this Agreement or the Ordinance.

20. Disclaimer of Joint Venture; No Agent/Employee Relationship. This Agreement shall not be construed or deemed to create a joint venture or common undertaking between the Parties, or between any Party and any third party. The Franchisee and its agents and employees are independent principals and not contractors, officers, agents, or employees of the City. The Franchisee shall not at any time or in any manner represent that it or any of its agents or employees are employees of the City. Nothing herein shall be deemed to create a principal/agency or employment relationship between the City and the Franchisee.

21. No Assignment. This Agreement shall not be assigned or transferred, in whole or in part.

22. Amendments. The Parties acknowledge that this Agreement may be amended by mutual consent of the duly authorized representatives of the Parties. All amendments to this Agreement shall be ineffective and unenforceable, unless reduced to writing and approved and executed by the duly authorized representatives of the Parties.

23. Notices. All notices, demands, requests for approvals or other communications given by any Party to the other Party shall be in writing and shall be (a) hand delivered, (b) sent by registered or certified mail, postage prepaid, return receipt requested, (c) sent by a recognized national overnight courier service, or (d) sent by facsimile transmission, to the office for the other Party, as indicated below and addressed as follows:

For the City:

Director
Department of Solid Waste & Environmental Program Management
4010 West Spruce Street
Tampa, Florida 33607
Telephone Number: (813) 348-1153
Fax Number: (813) 348-1156

For the Franchisee:

Until notice of a change of address is received as to a Party, the other Party may rely upon the last address given. Notices given by hand delivery shall be effective when delivered. Notices given in compliance with the requirements herein, and delivered by registered or certified mail, or by overnight courier service, or by facsimile transmission, shall be effective on the date sent. Either Party may change its authorized representative and address, as designated in this Section 23, at any time by giving written notice to the other Party.

24. Compliance with Applicable Law and Ethics. Franchisee hereby covenants and agrees that the Franchisee shall comply at all times with all laws, statutes, rules and regulations, including, without limitation, the City of Tampa's Code of Ethics, now in effect or hereafter enacted, which are applicable in any way to the activities conducted under this Agreement by the Franchisee, its officers, employees, and agents.

25. Non-Action on Failure to Observe Provisions of this Agreement. The failure of either Party to promptly or continually insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any exhibit hereto, shall not be deemed a waiver of any right or remedy that the Party may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision. To be effective, a waiver shall be in writing and signed by the Party granting the waiver. Any such waiver shall be limited to the particular right so waived, and shall not be deemed to waive any other right under this Agreement.

26. Applicable Law and Venue. The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. Venue for any proceeding arising under this Agreement shall be in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, for state actions, and in the United States District Court for the Middle District of Florida for

federal actions, to the exclusion of any other venue.

27. Entire Agreement.

(a) This Agreement and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the Parties, and shall supersede and control over any and all prior agreements, understandings, representations, correspondence and statements, whether written or oral. With regard to the issues addressed herein, the Parties shall not be bound by any agreement, condition, warranty or representation other than as expressly stated in this Agreement. This Agreement may not be amended or modified except by written instrument approved and executed by the duly authorized representatives of the Parties.

(b) The provisions of this Agreement shall be read and applied in para materia with all other provisions hereof.

28. Termination. This Agreement shall terminate if it is revoked by the City in accordance with the provisions in this Agreement or the Ordinance. This Agreement also may be terminated upon the execution of a written agreement by the Parties providing for the cancellation and termination of this Agreement.

29. Approvals.

(a) For the purposes of this Agreement, any required permission, consent, approval or agreement (collectively, an "approval") by the City means the written approval of the Director unless otherwise set forth herein, and such approval shall be in addition to any and all permits and other licenses required by law or this Agreement.

(b) For the purposes of this Agreement, any right of the City to take any action permitted, allowed or required by this Agreement, may be exercised by the Director, unless otherwise set forth herein.

30. Interpretation of Agreement. If there are any inconsistencies between the terms and conditions of this Agreement, and the attached exhibits, this Agreement shall supersede and control over the terms and conditions of the attached exhibits.

31. Partial Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance is declared invalid or unenforceable, the remainder of this Agreement, including any valid portion of the invalid term or provision, and the application of such invalid term or provision to circumstances other than those as to which it is held invalid or unenforceable by a court of competent jurisdiction, shall be deemed severable and shall not be affected thereby and shall, with the remainder of this Agreement, continue unmodified and in full force and effect.

32. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute a single instrument.

33. Third Party Beneficiaries. The rights and obligations of the Parties set forth in this Agreement are personal to the Parties. No third parties are entitled to rely on or have an interest in any such rights and obligations.

34. Survivability. Any term, condition, covenant or obligation herein which requires performance by a Party subsequent to the expiration or termination of this Agreement, shall remain enforceable against such Party subsequent to the expiration or termination of this Agreement.

35. Sovereign Immunity. Nothing in this Agreement shall be construed to mean that the City waives its sovereign immunity or the limits on liability set forth in Section 768.28, F. S., or any other law.

36. Exhibits. All of the exhibits attached hereto are essential to this Agreement and incorporated herein by reference. The exhibits are as follows:

Exhibit A – Franchisee’s “Application for Franchise for Commercial Solid Waste Collection Services”

Exhibit B – Franchisee’s “Affidavit in support of Franchise Application”

Exhibit C – List of Commercial Establishments that may receive Commercial Solid Waste Collection Service by the Franchisee

Exhibit D – Franchisee’s Bond

Exhibit E – Insurance Requirements

Exhibit F – Franchisee’s Certificate of Insurance

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

[The remainder of this page was left blank intentionally]

FRANCHISEE

Corporate Secretary – Signature

By: _____ (SEAL)
(President) (Vice President) (CEO)

Date: _____

Corporate Secretary – Type or Print

Witness – Signature

Witness – Type or Print

Witness – Signature

Witness – Type or Print

Use this form if the Franchisee is a Corporation
If no Corporate Seal, must have two witness signatures.
Witness signature cannot be the same as the President, Vice President, or CEO.
If Corporate Seal, Corporate Secretary signature serving as one witness is sufficient.

FRANCHISEE

Witness

Print/Type Name

By: _____
Name of Partner

Print/Type Name of Partner

Date: _____

By: _____
Name of Partner

Print/Type Name of Partner

Date: _____

Use this form if the Franchisee is a Partnership

FRANCHISEE

Witness

Print/Type Name

Witness

Print/Type Name

By _____

Print/Type Name

Title _____

Date: _____

Use this form if the Franchisee is a Special Entity

FRANCHISEE

Witness

Print/Type Name

Witness

Print/Type Name

By: _____

Print/Type Name

Date: _____

Use this form if the Franchisee is an Individual

FRANCHISEE

Corporate Secretary

Print/Type Name

Witness

Print/Type Name

Witness

Print/Type Name

Corporate Secretary

Print/Type Name

Witness

Print/Type Name

Witness

Print/Type Name

By: _____ (SEAL)
(President)(Vice President)(CEO)

Print/Type Name

Date: _____

By: _____ (SEAL)
(President)(Vice President)(CEO)

Print/Type Name

Date: _____

Use this form if the Franchisee is a Joint Venture comprised of two corporations
If no Corporate Seal, must have two witness signatures.
Witness signature cannot be same as President, Vice President, or CEO.
If Corporate Seal, Corporate Secretary signature serving as one witness is sufficient.

FRANCHISEE

Witness

Print/Type Name

By: _____

Print/Type Name

Date: _____

By: _____

Print/Type Name

Date: _____

Use this form if the Franchise is for Multiple Individuals

FRANCHISEE

Corporate Secretary – Signature

By: _____ (SEAL)
(Member) (President) (Vice President) (CEO)

Corporate Secretary – Type or Print

Print/Type Name

Witness – Signature

Date: _____

Witness – Type or Print

Witness – Signature

Witness – Type or Print

Use this form if the Franchisee is a Limited Liability Corporation
If no Corporate Seal, must have two witness signatures.
Witness signature cannot be same as President, Vice President, or CEO.
If Corporate Seal, Corporate Secretary signature serving as one witness is sufficient.

FRANCHISEE

Name of Limited Partnership:

Name of General Partner:

By: _____
Signature of authorized representative for General Partner

Date: _____

Type or Print Name

Secretary

Type or Print Name

Witness – Signature

Witness – Type or Print

Witness – Signature

Witness – Type or Print

Use this form if the Franchisee is a Limited Partnership
If no Corporate Seal, must have two witness signatures.
Witness signature cannot be same as President, Vice President, or CEO.
If Corporate Seal, Corporate Secretary signature serving as one witness is sufficient.

CITY OF TAMPA, FLORIDA

ATTEST:

Clerk/Deputy City Clerk

By: _____
Mayor

Date: _____

Approved as to Legal Sufficiency:

Assistant City Attorney

EXHIBIT A

**APPLICATION FOR FRANCHISE
FOR COMMERCIAL SOLID WASTE COLLECTION SERVICES**

This application form must be completed by each person or company (“Applicant”) that wishes to obtain a Franchise from the City of Tampa for Commercial Solid Waste Collection Services.

An Applicant must provide the City with all of the information and documents requested in Sections 1-19 below, including the application fee and the affidavit that are described below. An Applicant may attach additional sheets of paper to this application form, if necessary.

1. Applicant Information.

Please provide the name, address and telephone number of the Applicant.

Name of Applicant: _____

Mailing Address: _____

E-Mail Address: _____

Telephone No.: _____

2. Applicant’s Authorized Representative.

Please provide the name, address and telephone number of the person that is the Applicant’s designated representative with regard to this Application.

Name of Representative: _____

Mailing Address: _____

E-Mail Address: _____

Telephone No.: _____

3. Type of Business Entity.

Please state whether the Applicant is an individual, a corporation, a partnership, or other type of business entity.

4. Applicant's Principals.

If the Applicant is a corporation, partnership or other business entity, please provide the name, address, and title of the Applicant's majority shareholder and each person that is a principal officer (e.g., Chief Executive Officer; President; Vice-President; Chief Operating Officer; etc.).

5. Applicant's Managers.

Please provide the name, address, and telephone number of each person that will serve as the Applicant's local manager (i.e., the person that will be responsible for performing or supervising the Commercial Solid Waste Collection Services for the Applicant).

6. Proof of Good Standing.

If the Applicant is a corporation, please provide proof that the corporation is in good standing in the state of Florida.

7. Authorization to do Business in Florida.

If the Applicant is not a Florida corporation, please provide proof that the Applicant is authorized to do business in Florida.

8. Fictitious Name.

If the Applicant is operating under a fictitious name, please provide information demonstrating that the fictitious name is properly registered by the Applicant.

9. Applicant's Experience.

- (a) Please provide a summary of the Applicant's experience with regard to the collection of Commercial Solid Waste.
- (b) Provide a complete list of all of the communities in Florida and other states (but

not more than a total of ten (10) communities) where the Applicant has provided solid waste collection services in the last five (5) years.

- (c) For each community listed in Section 9(b), above, please provide the name, address, and telephone number of a reference (i.e., a person employed by the local government in that community who can provide information concerning the quality of service provided by the Applicant).

10. Prior Enforcement Issues.

- (a) Please provide a complete list of all communities (if any) where the Applicant's permit, approval, franchise, or license to provide solid waste collection services was suspended or revoked.
- (b) Provide a complete list of all felony convictions, and all misdemeanor convictions within the last five (5) years, involving the Applicant's collection, receiving, storing, separating, transportation, or disposal of solid waste. If the Applicant is not an individual, also provide a list of such convictions for the Applicant's majority shareholder, any person having a controlling interest in the Applicant, and each person that is an officer or partner of the Applicant.
- (c) Provide a complete list of all civil penalties and liquidated damages in excess of five thousand dollars (\$5,000.00) that were assessed against the Applicant by local, state, and federal governmental entities within the last five (5) years involving the collection, transportation, or disposal of solid waste.
- (d) With regard to Sections 10(a) through 10(c), above, provide any information concerning the convictions, penalties, liquidated damages, etc., that the Applicant believes will help the City understand the facts concerning those matters.

11. Potential Customers.

Please provide the name and address of each Commercial Establishment that will be provided Commercial Solid Waste Collection Services by the Applicant if this Application is approved. Please provide this information on the blank form that is attached hereto entitled "City of Tampa Commercial Franchise Application Response; Potential Customers, Paragraph 11; Potential Customers".

12. Vehicles and Equipment.

Please provide a list of the vehicles, equipment, and containers that will be used by the Applicant to provide Commercial Solid Waste Collection Services in the City. The list must identify the make, model, identification number, and year of each vehicle and piece of collection equipment. The list also must identify the size and type of each container that will be used by the Applicant. Please provide this information on the blank forms that are attached hereto entitled "City of Tampa Commercial Franchise Application

Response; Vehicles and Equipment, Paragraph 12; Vehicles” and “City of Tampa Commercial Franchise Application Response; Vehicles and Equipment, Paragraph 12; Other Collection Equipment”. Also include the street address of the equipment yard(s) where the Applicant’s vehicles, equipment, and containers are stored when they are not in use.

13. Insurance Requirements.

Please provide a properly executed Acord 25 Certificate of Insurance form demonstrating that the Applicant has the following types and amounts of insurance coverages issued by an insurance company that is licensed to do business in the State of Florida, with an A.M. Best Rating of B + or better, Class VII (or higher), or otherwise acceptable to the City, if the company is not rated by A.M. Best.

- (a) Comprehensive General Liability Insurance with a limit of a one million dollar (\$1,000,000) per occurrence and a two million dollar (\$2,000,000) general aggregate. This policy must include the following coverages: premises and operations liability, independent contractors, products and completed operations, personal injury, contractual liability, and fire damage;
- (b) Automotive Liability Insurance coverage providing a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. This policy must include the following coverages: bodily injury and property damage including premises and operations;
- (c) Workers Compensation Insurance shall be provided for all of Franchisee’s employees as required under Florida law; and
- (d) Employers Liability Insurance providing a single limit of not less than one million dollars (\$1,000,000), bodily injury by each accident, and providing a single limit of not less than one million dollars (\$1,000,000), bodily injury disease per each employee, and providing a single limit of not less than one million dollars (\$1,000,000) bodily injury by disease policy limit.

The certificate of insurance must demonstrate that the insurance coverage will be in effect for the term of the proposed Franchise Agreement. The certificate of insurance must name the City as an additional insured (except with regard to workers compensation and employers liability insurances).

The “certificate holder” box on the certificate of insurance shall read as follows:

City of Tampa
Department of Solid Waste & Environmental Program Management
C/o Ebix (Periculum Services Group)
P.O. Box 257
Portland, MI 48857-0257

If the City's service provider changes in the future, the City will inform the Franchisee by providing notice in accordance with the requirements in Section 23 of the Franchise Agreement.

14. Bond Requirements.

Please provide a performance bond in the amount of fifty thousand dollars (\$50,000). The bond must be in the form that is attached hereto and is subject to review and approval of the City Attorney. The bond must be issued by a surety licensed to do business in the state of Florida.

15. Other Information.

Please provide any other information the Applicant believes will demonstrate that:

- (a) The Applicant has the experience, personnel, equipment, and other resources necessary to provide Commercial Solid Waste Collection Services in compliance with the requirements in the City Code;
- (b) The Applicant has the capacity and willingness to comply with all applicable local, state, and federal laws; and
- (c) The award of a Franchise to the Applicant will be in the public interest.

16. Franchise Agreement.

Please sign and properly execute the "Franchise Agreement for Commercial Solid Waste Collection Services" that is attached hereto.

17. Affidavit.

Please sign and properly execute the blank "Affidavit in support of Franchise Application" that is attached hereto.

18. Application Fee.

Please provide an application fee with this Application. The amount of the application fee shall be set by resolution of the City, and may be determined by contacting the City's Department of Solid Waste & Environmental Program Management. Payment of the application fee may be made by check or other forms of payment that are approved by the Director of the Department. Payments shall be made payable to the City of Tampa, Department of Solid Waste & Environmental Program Management.

19. Effective Date of Franchise Agreement.

Please identify the date when the Applicant wants its Franchise to take effect _____.

20. Attachments.

All of the information and documents requested in paragraphs 1-19, above, must be attached to this Application and submitted to the City's Department of Solid Waste and Environmental Program Management.

EXHIBIT B

AFFIDAVIT IN SUPPORT OF FRANCHISE APPLICATION

This affidavit has been prepared in support of the “Application for Franchise for Commercial Solid Waste Collection Service” (“Application”) filed by _____
_____ (name of the Applicant).

This affidavit has been signed and executed by _____
_____ (Affiant), on behalf of the Applicant.

The Affiant hereby confirms that:

- (a) Applicant has reviewed, accepts, and agrees to comply with all of the provisions in the City’s Franchise Agreement for Commercial Solid Waste Collection Service (“Franchise Agreement”);
- (b) Applicant agrees to comply with all of the local, state, and federal laws that are applicable to the Applicant’s activities under the City’s Franchise Agreement (if a Franchise is granted), including, but not limited to the provisions of the City’s Code of Ordinances;
- (c) Affiant has reviewed all of the information in the Application (attached hereto) and such information is true and correct, to the best of Affiant’s knowledge and belief; and
- (d) Affiant has been duly authorized by the Applicant to execute this affidavit on behalf of the Applicant.

Signature of Affiant

Printed Name of Affiant

STATE OF FLORIDA

COUNTY OF _____

The foregoing affidavit was acknowledged before me this ____ day of _____, in the year 20 ____, by _____ (name of Affiant), on behalf of _____ (Applicant).

The Affiant is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature

Print Name: _____

My Commission Expires: _____

EXHIBIT C

**LIST OF COMMERCIAL ESTABLISHMENTS THAT MAY RECEIVE
COMMERCIAL SOLID WASTE COLLECTION SERVICE BY THE
FRANCHISEE**

("Payment of Franchisee Fees"), 17 ("Method of Making Collection"), and 19 ("Grounds for Suspension, Revocation and Termination of Franchise Agreement"); and

WHEREAS, the CITY's issuance of a franchise to the FRANCHISEE, and the CITY's execution of the Franchise Agreement with the FRANCHISEE, are contingent upon the execution of this bond (hereinafter "BOND") and these presents.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the FRANCHISEE shall in all respects promptly and faithfully perform and comply with all of the terms and conditions of the Agreement, the Ordinance, and FRANCHISEE's obligations thereunder, then this obligation shall be void; otherwise, the BOND shall remain in full force and effect, in accordance with the Ordinance, the Agreement, and the following terms and conditions:

1. The SURETY, for value received, as hereby acknowledged, stipulates and agrees that no change, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the requirements for the same shall in any way affect the SURETY's obligations on the BOND; and SURETY does hereby waive notice of any change, alteration, or addition to the terms of the Agreement or to the work.

2. The SURETY, for value received, as hereby acknowledged, further stipulates and agrees that it will pay the CITY all losses, damages, expenses, costs, and attorneys' fees, including fees incurred in appellate proceedings, the CITY sustains because of a default by the FRANCHISEE under the Agreement.

3. The fact that the CITY may extend the time within which the FRANCHISEE may perform its obligations shall not release the SURETY from its obligations under this BOND, whether such extension is made after notice to the SURETY or not, and the SURETY hereby consents that the CITY may extend the time for the FRANCHISEE's performance, without providing notice to the SURETY.

4. In the event that the FRANCHISEE defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the CITY shall promptly give notice of such default to the SURETY in writing by certified mail, return receipt requested, addressed to the SURETY at its principal place of business, as identified above.

5. In the event that the FRANCHISEE defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the SURETY shall have the right to complete the work or performance on behalf of the FRANCHISEE, and for that purpose shall have all of the rights of the FRANCHISEE under the Agreement for the completion of performance.

6. In the event that the FRANCHISEE defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the SURETY shall remedy the default or otherwise satisfy its obligations under this BOND.

7. In the event there is a failure to perform the conditions of this obligation, the CITY may bring any and all actions, suits, or proceedings, or otherwise take such steps as it deems appropriate, to enforce the obligation of the SURETY, and the CITY may do so without joining the FRANCHISEE in any such actions, suits, or proceedings. Thereafter, whether judgment is obtained against the SURETY or not, successive actions can be brought against the FRANCHISEE, and this BOND shall remain a continuing obligation on the part of the SURETY and the FRANCHISEE until the conditions of this BOND have been fully performed, including the resolution of third party lawsuits.

8. It is understood and agreed that the obligation of the FRANCHISEE under this BOND continues from day to day until paid, and a new cause of action arises thereon daily with the result that the statute of limitations of the State of Florida does not run against the entire claim. The obligation of the SURETY under this BOND, therefore, continues in this manner, and no action, suit, or proceeding against the FRANCHISEE or the SURETY hereunder shall be barred, except under such conditions as would bar it under the said statute of limitations.

9. The SURETY shall not be liable to the CITY for obligations of the FRANCHISEE that are unrelated to the Agreement. No right of action shall accrue on this BOND to any Person or entity other than the CITY, its heirs, executors, administrators, or successors.

10. Any proceeding, legal or equitable, under this BOND shall be instituted in a court of competent jurisdiction in Hillsborough County, Florida, and shall be instituted within the statute of limitations after the FRANCHISEE's default or within the statute of limitations after the SURETY refuses or fails to perform its obligations under this BOND, whichever occurs later. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the State of Florida shall be applicable.

11. Notices to the SURETY, the CITY, and the FRANCHISEE shall be mailed or delivered to the addresses shown above.

12. The SURETY represents and warrants to the CITY that it has a Best's Key Rating Guide General Policyholder's Rating of "B+" (or better) and Financial Category of "Class VI" (or higher).

FRANCHISEE AS PRINCIPAL

Company: (Corporate Seal)

Signature

Print Name

Title

Witnesses:

Signature

Print Name

Signature

Print Name

FLORIDA RESIDENT AGENT FOR SURETY

Print Name

Address

Phone

SURETY

Company: (Corporate Seal)

Signature

Print Name

Title

Signature

Print Name

Signature

Print Name

Fax

EXHIBIT E

INSURANCE REQUIREMENTS

During the term of this Agreement, the Franchisee shall provide, pay for, and maintain insurance with companies that are duly authorized to do business in Florida, with an A.M. Best rating of B+ (or better), Class VII (or higher), or otherwise acceptable to the City if the companies are not rated by A.M. Best.

All liability policies (including, but not limited to, commercial general liability insurance policies, and Excess or Umbrella Liability Insurance policies, if applicable), except for Workers Compensation and Employers Liability policies, shall provide that the City is an additional insured as to the operations of Franchisee in performance of the terms and conditions of this Agreement, including the Additional Insured Endorsement, the Subrogation Waiver Endorsement, and the Severability of Interest Provision. In lieu of the additional insured requirement, if Franchisee has a declared existing policy, which precludes it from including additional insureds, the City may permit Franchisee to purchase an Owners and Contractors Protection Liability policy. Such policy shall be written in the name of the City at the same limit as is required for general liability coverage. The policy shall be evidenced on an insurance binder, which must be effective from the date of issue until such time as a policy is in existence, and shall be submitted to the City in the manner described below as applicable to certificates of insurances.

The insurance coverage and limits required must be evidenced by properly executed Acord 25 Certificates of Insurance on forms acceptable to the City. Each Certificate must be signed by the authorized representative of the insurance company shown in the Certificate, with proof that he or she is an authorized representative thereof. The Franchisee shall provide thirty days (30) written notice to the City, in accordance with paragraph 23 of the Agreement, if the Franchisee's insurer announces its intent to cancel, not to renew, or reduce any policy coverage. In addition, if any aggregate limit of liability coverage is reduced, it shall be immediately increased by the Franchisee back to the limit required in this Agreement. The insurance coverages required in this Agreement are to be primary to any insurance carried by the City or any self-insurance program thereof. All "Claims Made" type of insurance policies must include a retroactive date prior to the date of this Agreement.

Franchisee shall furnish the City with evidence attesting to such coverages prior to providing any Commercial Solid Waste Collection Services under the Agreement. The City currently uses Ebix BPO to manage its insurance certificates and related documentation. Upon insurance expiration, Ebix BPO staff or their successors will notify Franchisee to request updated insurance certificate(s) and endorsements.

In order to track the certificate of insurance in the City's database, the "certificate holder" box on the form shall read as follows:

City of Tampa
Solid Waste & Environmental Program Management Department
c/o Ebix (Periculum Services Group)
P.O. Box 257
Portland, MI 48857-0257

If the City's service provider changes in the future, the City will inform the Franchisee by providing notice in accordance with the requirements in Section 23 of the Agreement.

The insurance required, and the limits of coverage of the insurance required, are as follows:

(1) Comprehensive General Liability Insurance shall be provided on the most current Insurance Services Office (ISO) form or its equivalent. Comprehensive general liability insurance with a limit of one million dollars (\$1,000,000) per occurrence and a two million dollar (\$2,000,000) general aggregate is required. This policy must include the following coverages: premises and operations liability, independent contractors, products and completed operations, personal injury, contractual liability, and fire damage.

(2) Automobile Liability Insurance shall be maintained in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. The amount of Automobile Liability Insurance shall not be less than the following specified amount:

Automotive liability insurance coverage providing a combined single limit of not less than one million dollars (\$1,000,000) each occurrence. This policy must include coverage for bodily injury and property damage, including premises and operations.

(3) Worker's Compensation shall be provided for all employees engaged in the work for Franchisee as required under the laws of the state of Florida.

(4) Employer's Liability Insurance: providing a single limit of not less than one million dollars (\$1,000,000), bodily injury by each accident, and providing a single limit of not less than one million dollars (\$1,000,000), bodily injury disease per each employee, and providing a single limit of not less than one million dollars (\$1,000,000) bodily injury by disease policy limit.

(5) Excess Liability Insurance (Umbrella Policy): may compensate for a deficiency in general liability, automobile, or workers compensation insurance coverage limits.

The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required hereby does not constitute approval or agreement by the City that the insurance requirements have been met or that the insurance policies shown in the Certificate of Insurance are in compliance with the requirements hereof.

As long as the Franchisee operates a franchise, the Franchisee shall furnish the City a certificate evidencing this insurance coverage is in effect for the same term as this Agreement, and naming the City as an additional insured (except with regard to workers compensation and employers liability insurances). Upon the cancellation or lapse of any policy of insurance required by City of Tampa Code, Section 26.412 (“Liability insurance requirements”) or this Agreement, the Franchisee’s authority to operate as a franchisee in the City under this Agreement shall be immediately revoked (terminated) unless, before the expiration date of the policy of insurance, another policy of insurance containing all the requirements of the original policy of insurance is obtained and a new certificate is provided to the Department.

