

**SERVICE CONTRACT AND FRANCHISE AGREEMENT
FOR
RESIDENTIAL WASTE COLLECTION
SERVICE**

CHAMBERS COUNTY, ALABAMA

2022

(Without Curbside Recycling)

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**SERVICE CONTRACT AND FRANCHISE AGREEMENT
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CHAMBERS COUNTY, ALABAMA

DESIGNATION OF PARTIES

This Service Contract and Franchise Agreement is executed by and between the County Commission of Chambers County, Alabama, as the governing body of Chambers County, Alabama, (hereinafter "the County") and _____, a _____ organized under the laws of the State of Alabama (hereinafter "the Collector").

RECITALS

The County wishes for its citizens outside the corporate limits of incorporated cities and towns in the County to have available to them efficient, economical and reliable residential waste collection services and has sought to obtain a contractor and franchisee to provide those services through a public competitive bidding process. The County awarded the Collector the contract and franchise for residential waste collection in the County, and the Collector is willing to undertake to discharge the obligation to collect residential waste in the County in accordance with the terms and provisions of this Service Contract and Franchise Agreement. For good and valuable consideration, the receipt, sufficiency, and adequacy of which is hereby acknowledged, and including the mutual promises and covenants hereinafter set forth, the parties, therefore, hereby agree as follows:

ARTICLE I.

DEFINITIONS

The following words and phrases and others evidently intended as the equivalent thereof shall, where used in this Agreement in capitalized form, have the meanings ascribed to them in this Section, unless different meanings are clearly and unequivocally indicated by the context. "Herein", "hereby", "hereunder", "hereof", "hereinbefore", "hereinafter", and other equivalent words refer to this Agreement as an entirety and not solely to the particular article, section or portion thereof in which any of these words is used. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, words in the singular include the plural, and nouns and pronouns shall be construed to include all genders. The word "shall" is always mandatory.

“Agreement” means this Agreement for Residential Waste Collection Service for Chambers County, Alabama between the Collector and County, including all terms, conditions, specifications and exhibits, and any mutually-accepted changes thereto, as necessary to implement the Franchise granted by the County.

“Ashes” means the solid residue from the burning of wood, coal, coke or other combustible material used for cooking and for heating buildings, and cinders, but does not include fly ash, bottom ash waste, boiler slag waste, or flue gas emission control waste resulting primarily from the combustion of coal, wood or other fossil fuels at electric or steam generating plants and which are managed on plant-related property of the owner or operator of the plants.

“Bulky Waste” means waste materials other than Construction and Demolition Waste, Dead Animals, Hazardous Waste, Stable Matter or Yard Waste with weights or volumes greater than those allowed for Containers, the size of which items preclude or complicate their handling by normal processing or disposal methods, including but not limited to large appliances, branches, large crates, furniture, palm branches, refrigerators, stoves, stump flottage, tires in limited quantities in mixed loads, trees and vehicle parts.

“Bundle” means a unit of Solid Waste which by its very nature is generally not conducive to placement in a Container.

“Clean Debris” means any waste which is virtually inert and which is not a pollution threat to ground water or surface waters and is not a fire hazard, and which is likely to retain its physical and chemical structure under expected conditions of disposal and use, including without limitation, uncontaminated concrete (including embedded pipe or steel), brick, glass and ceramics.

“Commission” means the County Commission of Chambers County, Alabama.

“Construction and Demolition Waste” means discarded Solid Waste resulting from construction, remodeling, repair, and demolition of structures, road building, and land clearing. This term includes, but is not limited to, masonry materials, sheet rock, roofing waste, insulation (not including asbestos), paving materials, and wood products. Uncontaminated concrete, reinforced concrete, soil, brick, rock and similar materials are excluded from this definition.

“Container” means an enclosed wheeled Container with a close fitting cover or doors with a capacity of at least ninety (90) gallons which is used to store large volumes of Solid Waste for collection. A Container must be serviceable by mechanical equipment.

“Customer” means a Person provided or to be provided Solid Waste Collection Service by the Collector.

“Franchise” means the rights granted hereunder to collect and transport Solid Waste from Residential Units and Qualifying Non-Residential Customers located in the County excluding the corporate limits of the incorporated cities and towns, and is not intended to include any license or permit required for the privilege of transacting and carrying on a business within the County as may be required by resolution of the County Commission or general law.

“Franchise Area” means all of the County, excluding the corporate limits of the incorporated cities and towns.

“Garbage” means putrescible animal and vegetable Solid Waste resulting from preparation, cooking, handling, and consumption of food, including, but not limited to, waste from markets, storage facilities, handling and sale of produce, and other food products, except any materials that are serviced by garbage grinders and handled as household sewage.

“Garbage Can” means a closed Container for storage of residential waste and rubbish and includes the 90-gallon wheeled Containers provided to Customers for storage and collection of residential Solid Waste by the Collector.

“Hazardous Waste” means Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause or significantly contribute to, an increase in mortality or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed, including without limitation: (a) any material that by reason of its composition or characteristics now constitutes toxic or hazardous waste as defined in either:

- (i) the Solid Waste Disposal Act 42 U.S.C. §6901 et seq., as amended, and the regulations thereunder; or
- (ii) the Hazardous Wastes Management and Minimization Act of 1978, as amended (codified at Chapter 30 of Title 22 of the Code of Alabama 1975, as amended), and any regulations thereunder; or

(b) special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended; (c) polychlorinated biphenyls, as described in Section 6(e) of the Toxic Substance Control Act, 15 U.S.C. §2605(e), as amended; or (d) any other material that may present a substantial danger to health or safety or has a reasonable possibility of adversely affecting the operation of the Designated Disposal Facility, any sanitary landfill, inert landfill or any other Disposal Facility; provided, however, that if any governmental agency or unit having appropriate jurisdiction shall hereafter determine that substances that are not now considered harmful, toxic or dangerous are in fact harmful, toxic or dangerous, then such substances shall thereafter be considered Hazardous Waste.

“Owner” means Person or Persons occupying, exercising control over, or owning property, who shall accumulate or cause to accumulate Solid Waste or cause Solid Waste to be placed for collection.

“Performance Bond” means each of the forms of security approved by the County and furnished by the Collector as a guarantee that the Collector will perform its work in accordance with this Agreement and will pay all lawful claims.

“Person” means any and all entities, natural or artificial, including, but not limited to, any individual, or household, partnership, association, society, joint stock company, firm, company, corporation (including a governmental corporation), institution, trust, commission, joint venture, unincorporated organization, other legal entity, business organization, solid waste disposal authority or other public authority, or any governmental entity, any interstate body, or any other private or public legal entity; and any successor, representative, responsible corporate officer, agent, or agency of any of the foregoing.

“Qualifying Non-Residential Customer” means small businesses, nonprofit organizations and government agencies whose weekly waste generation is not more than may be held in one Container.

“Recyclable Material” means those materials that possess physical and economic characteristics that allow them to be recovered, separated and reprocessed for sale or reuse, including but not limited to aluminum beverage containers, bi-metal cans, glass containers (clear, green and brown), newsprint and inserts, and PET and HDPE beverage containers, which have undergone source separation, and which would otherwise be processed or disposed of as Solid Waste.

“Recycling” means any process by which Solid Waste, or materials which would otherwise become Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

“Residential Unit” means a dwelling within the Franchise Area occupied by a person or group of persons comprising not more than four families. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit. Any mobile home in a mobile home park where garbage disposal service is not provided to all residents through a Container provided by the park management, shall be considered as a residential unit.

“Residential Waste” means Garbage, Rubbish, and Recyclable Materials resulting from the normal housekeeping activities of a Residential Unit or Qualifying Non-Residential Customer.

“Rubbish” means non-putrescible Solid Waste, excluding ashes, consisting of both combustible and noncombustible waste. Combustible Rubbish includes, but is not limited to bedding, boxes, cardboard, cartons, cloth, excelsior, furniture, grass, leather, leaves, paper, plastics, rags, rubber, wood, and yard trimmings. Noncombustible Rubbish includes, but is not limited to ceramics, crockery, dirt, glass bottles, metals, metal foils, stones, tin cans, and other mineral refuse and like materials which will not burn at ordinary incinerator temperatures, not less than 1600 degrees Fahrenheit. Uncontaminated concrete, soil, brick, rock, and similar materials are excluded from this definition.

“Sludge” means precipitated solid matter from a waste treatment facility, water supply plant or air pollution control facility.

“Solid Waste” means Garbage, Rubbish, Yard Waste, Clean Debris, White Goods, Special Waste, Ashes, Sludge, Construction and Demolition Waste or other discarded material or refuse. The term "Solid Waste" does not include recovered materials, solid or dissolved materials in domestic sewage, solid or dissolved material in irrigation return flows, or industrial discharges which are point sources subject to National Pollutant Discharge Elimination System permits under the Federal Water Pollution Control Act, as amended, or the Alabama Water Pollution Control Act, as amended, or source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended. Also excluded from this definition are land application of crop residues, animal manure, and ash resulting primarily from the combustion of fossil fuels or wood during accepted agricultural operations, waste from silvicultural operations, or mining refuse as defined and regulated pursuant to the Alabama Mining Act or sawdust, bark, chipped wood, pallets and wood materials, that are destined for energy recovery. For the purposes of this contract, all material declared by the Customer's word or deed to be destined for final disposal or requiring alteration or modification before reuse, is deemed to be Solid Waste.

“White Goods” means inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances.

“Yard Waste” means vegetative matter resulting from landscaping maintenance, including but not limited to grass clippings, leaves, twigs, etc., and material resulting from land-clearing operations.

ARTICLE II.

SERVICES

County grants the Collector an exclusive franchise to provide residential Garbage and Rubbish collection service in the Franchise Area. In consideration thereof, the Collector shall pay to the County a franchise fee in the amount of \$30,000.00 per year. The franchise fee shall be paid to the County on August 1 of each year during the term of the Agreement. The franchise fee will

be due and payable beginning August 1, 2022. Failure of the Collector to remit the franchise fee as stated herein shall constitute a default by Collector under the terms of this Agreement.

The Collector's responsibility under this Agreement is to provide for the collection and transport of Garbage and Rubbish from the Residential Units and Qualifying Non-Residential Customers located in the Franchise Area on a scheduled basis. The Collector shall be responsible for paying all disposal fees at the Designated Disposal Facility.

The services will be provided to all such Residential Units and Qualifying Non-Residential Customers along County or State-maintained roads, including unpaved County roads.

A Residential Unit or Qualifying Non-Residential Customer's premises shall be deemed occupied when either water or light and power services are being supplied thereto. The fact that any Residential Unit or Qualifying Non-Residential Customer's premises is occupied shall be prima facie evidence that Solid Waste is being produced and accumulated upon the premises thereof.

Management of the Collector's performance under this contract shall be by the Chambers County Solid Waste Officer or his designee who shall act as the County's representative.

ARTICLE III.

EFFECTIVE DATE

The collection and disposal service authorized hereunder is for Residential Units and for Qualifying Non-Residential Customers located within the Franchise Area and as hereinafter defined. The effective date of this Agreement is August 1, 2022, and commencement of collection services under this Agreement will begin on August 1, 2022.

ARTICLE IV.

TERM OF AGREEMENT

This Agreement shall be for a three (3) year period beginning upon August 1, 2022, and ending July 31, 2025, subject to any restrictions, limitations and conditions placed on the County's contractual authority by State Law, it being acknowledged that this contract is related to the performance of a governmental function of the County and is burdened with the law applicable thereto, including the law pertaining to the power to contract. This Agreement may be renewed by the Collector and the County for additional periods of three (3) years each by mutual consent, the consent of each party being given by written notice by certified mail not more than one hundred eighty (180), and not less than ninety (90), days before the expiration of such initial or renewal term.

ARTICLE V.

COLLECTION SERVICES AND OPERATIONS

Section 5.01. Solid Waste Collection. (a) Collector shall pick up from each Residential Unit and each Qualifying Non-Residential Customer's premises one (1) time each week, all Garbage and Rubbish generated by the Customer and placed for collection in Collector-provided Containers.

(b) The Collector will in conjunction with the provision of Garbage and Rubbish collection and pick up, as provided in Section 5.01(a) and at no additional or separate charge or fee, provide Customers with wheeled Containers for storage and collection of residential Solid Waste.

(c) The Collector shall inform all Customers about materials accepted for collection, Container requirements, billing procedures, complaint procedures, preparing waste for collection, placement of waste for collection, days for scheduled collection, and provision of Special Services. All written materials used in furnishing Customers the referenced information will be submitted to the Chambers County Solid Waste Officer for approval before being distributed to Customers.

(d) The number of annual pick ups shall not be reduced by holidays. If a Customer's normal collection day falls on a scheduled holiday, then collection of that Customer's Garbage and Rubbish will be made one (1) day earlier or later in that particular week. Except for collections rescheduled hereunder where normal collection days fall on scheduled holidays, all collections shall be made on the normal collection days for which they are scheduled. In the event that the Chambers County Solid Waste Officer is informed, or becomes aware, that the Collector is habitually collecting on days other than scheduled collection days, the Chambers County Solid Waste Officer will actively monitor the Collector's collection practices in the affected area or areas, and in the event that the Chambers County Solid Waste Officer concludes from monitoring the Collector's collection practices that the Collector is habitually collecting on days other than scheduled collection days, the Chambers County Solid Waste Officer shall notify the Collector in writing: (i) of his determination that the Collector is habitually collecting on days other than scheduled collection days; and (ii) shall identify the areas affected. Thereafter, the Chambers County Solid Waste Officer shall continue to monitor the Collector's collection practices in the affected area or areas. If the Collector does not resume collection of no less than ninety-five percent (95%) of the Customers within the affected area on the Customers' scheduled collection days, within ten (10) days of being notified in writing by the Chambers County Solid Waste Officer of the Supervisor's determination that the Collector has been habitually collecting on days other than Customers' scheduled collection days, the Chambers County Solid Waste Officer shall notify the Collector in writing of the names of those Customers whose waste the Collector did not, subsequent to the Collector's having been notified of the Chambers County Solid Waste Officer's determination that the Collector had been habitually collecting on days other than Customer's scheduled collection days, collect on the scheduled collection days, and in addition to all other

remedies, the County may have hereunder, the Collector shall in its next succeeding billing of Customer's credit each of those Customers for each week's service which the Chambers County Solid Waste Officer has indicated the Collector did not, subsequent to the Collector's having been notified of the Chambers County Solid Waste Officer's determination that the Collector had been habitually collecting on days other than Customer's scheduled collection days, collect on the scheduled collection day. In the event that the Collector disputes any aspect of any notice given it by the Chambers County Solid Waste Officer hereunder, it may request in writing addressed to the Manager of Chambers County a hearing before the Commission to resolve all disputed matters. The Commission shall hear the matters raised by the Collector at either a regularly scheduled Commission meeting or a meeting specially called for the purpose within thirty (30) days of the Collector's submitting a written request for a hearing to the Manager of Chambers County. At the hearing, the Collector shall be permitted to present such facts and evidence as it may determine disputing any matters relating to the notice it has been given by the Chambers County Solid Waste Officer. The Chambers County Solid Waste Officer shall attend all such hearings and shall present such facts and evidence as the Commission may permit. Within seven (7) days of the conclusion of the hearing, the Commission shall notify the Collector and the Chambers County Solid Waste Officer of the Commission's findings and determinations regarding all matters in dispute raised in the Collector's written request for hearing. In the event that the Commission affirms the Chambers County Solid Waste Officer's direction that any Customer's bill is to be credited as hereinabove provided, the Collector shall credit the Customer's bill, or Customers' bills, as the case may be, on the billing of Customers next succeeding the Commission's decision.

(e) The Collector shall not be required to collect any Hazardous Waste, Construction Debris, Dead Animals, Stable Matter, or Yard Waste. The Collector may provide for the special collection of these materials and may charge for such Special Services.

(f) The Collector shall make collections with no unnecessary noise and disturbance. Any spillage by the Collector during the collection and disposal process shall be picked up and removed by Collector.

(g) Empty Containers shall be left upright with lids in place. When the Collector leaves a Container unemptied because it contains Hazardous Waste or other materials not accepted for collection or similar reason, the Collector will cause such Container to be clearly marked specifying the reason the Collector has left the Container unemptied.

Section 5.02. Collection Equipment. The Collector shall provide an adequate number of rear loader packer-type trucks of the 2013 model year or newer for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Vehicles must comply with the Alabama Health Department and the Chambers County Health Department regulations for Solid Waste transportation vehicles. Each vehicle shall have clearly visible on each side on its door or at some other place approved by the Health Officer for Chambers County, in lettering no less than three (3) inches high, the vehicle number along with the identity and telephone number of the Collector. Any open vehicle shall be covered when

carrying material which could be blown out of the truck. All packer bodies shall be leak proof. Any vehicle which leaks liquid onto the roadway shall be withdrawn from service and repaired. The Collection vehicles and equipment also shall be maintained at all times to meet all applicable safety regulations, including without limitation, the Federal Motor Carrier Safety Regulations issued by the U.S. Department of Transportation, Federal Highway Administration, including Sections 325, 383, 385, 387, 390, 397 and 399, respectively, regardless of the number of drivers employed or hired by the Collector.

In addition to collection vehicles, the Collector shall at all times maintain an adequate stock of Containers. A Container must be delivered to a Customer within seven (7) days of the Customer's signing-up for service.

Section 5.03. Quantity. Collector shall be required to pick-up ALL Garbage and Rubbish generated by each Residential Unit and Qualifying Non-Residential Customer at the Customer's location, provided that:

(1) Garbage and Rubbish have been placed in Containers; provided, however, that the Collector will during specified periods, i.e., the week following Christmas; the week following New Year's; the week following July 4; and the week following Thanksgiving, also collect in addition to Garbage and Rubbish placed in Containers, Garbage and Rubbish that is bagged (no more than three 30-gallon bags), or bundled (in bundles no longer than 48 inches, weighing no more than fifty (50) pounds).

(2) Garbage and Rubbish have been brought to the street or roadside, the Collector being obligated to pick-up along all public roads in the Franchise Area, including unpaved public roads for collection.

Notwithstanding the foregoing, if the Collector is furnished a statement signed by a physician that the occupant or occupants of a Residential Unit are, due to age, medical condition or infirmity, unable to take a Container to the street or roadside, the Collector will have its collection personnel retrieve the Container from its normal location or place of storage on the Customer's premises, empty the Container, and return it to the location from which it was removed and emptied. No additional fee or charge shall be imposed for this "back-door" collection service. Collector shall not be required to collect any Garbage and Rubbish which does not comply with the above requirements.

Section 5.04. Disposal Site. (a) Disposal at Designated Disposal Facility. The Collector commits as a condition of receiving the franchise granted in this Agreement to dispose of all Solid Waste collected by it or by any Solid Waste company owned or controlled by it or its parent corporation from any location within the boundaries of the Franchise Area at and only at a duly licensed subtitle D landfill.

(b) Solid Waste Non-Returnable. No Solid Waste, once collected, may be returned to the Customer without the written approval of the Chambers County Solid Waste Officer, or to any location other than a duly licensed subtitle D landfill.

Section 5.05. Customer Restrictions. (a) The Collector shall not be required to collect any Solid Waste which does not conform to the standards set forth herein.

(b) The Collector shall not terminate service to any Customer for any problem associated with the Customer's presenting for collection Solid Waste which does not conform to the standards set forth herein without prior approval of the Chambers County Solid Waste Officer.

When the Collector desires to terminate service to a Customer for reasons other than nonpayment for service, it will provide a written request to the Chambers County Solid Waste Officer setting forth the reasons for such termination. Within fourteen (14) days, the Chambers County Solid Waste Officer will either notify the Collector of satisfactory resolution of the problem or provide a conditioned approval to the Collector to terminate service.

Section 5.06. Franchise for Residential and Qualifying Non-Residential Customers Only. This franchise is granted only for collection of Garbage and Rubbish from Residential Units and small businesses, non-profit organizations and government agencies that constitute Qualifying Non-Residential Customers. Qualifying Non-Residential Customers shall be charged the same service fee as Residential Customers.

Section 5.07. Mandatory Participation. County has previously adopted, and will maintain during the term hereof, so long as it shall be lawful for it to do so, mandatory public participation requirements. The Collector will provide collection service to Residential Units in the County which are certified by the County to be exempt from the payment of solid waste collection fees under state law under the exemption for individuals whose sole source of income is from Social Security benefits at no cost to the Customer or the County.

ARTICLE VI.

COLLECTOR'S OBLIGATIONS

Section 6.01. General Conditions. (a) The Collector shall be responsible for generation of the initial list of Customers to be provided services under this Agreement. The County will, however, furnish the Collector such information, e.g., E-911 lists, and the like, as it has available that may assist the Collector in developing a list of potential Customers. Every Residential Unit that is occupied, the occupants of which are not exempt by law from participation in the Collector's collection services, is obligated to participate in Collector's collection services. The Collector shall also be responsible for updating the Customer list. The Collector shall provide the County with a copy of the initial Customer list within ninety (90) days following the commencement of collection

services hereunder and shall provide the County with updates quarterly. Furthermore, the Collector shall furnish the County an updated Customer list annually on August 1 of each year. Within one hundred eighty (180) days following the commencement of collection services hereunder, the Collector also shall provide the County a list of the locations (by the best means of identification reasonably available to the Collector), or the name or the names of the principal occupant of occupied Residential Units who have not indicated that they have any exemption from participation in the collection service who have not subscribed to the Collector's collection services. The Collector shall continue to accept Customers who apply for the Collector's service within the Franchise Area, even within the final three (3) months of the term of this Agreement. In the event that the Chambers County Solid Waste Officer informs the Collector of the existence of a Residential Unit or Qualifying Non-Residential Customer who has represented to the Chambers County Solid Waste Officer that the Residential Unit or Qualifying Non-Residential Customer has made application to the Collector for collection service and has been denied this service, the Collector shall within ten (10) days of the date of this notice either: (i) commence service to the Residential Unit or Qualifying Non-Residential Customer; or (ii) notify the Chambers County Solid Waste Officer in writing of any reason that the Collector believes that it is not obligated to serve the Residential Unit or Qualifying Non-Residential Customer. If, upon reviewing the reason that the Collector believes that it is not obligated to serve the Residential Unit or Qualifying Non-Residential Customer, the Chambers County Solid Waste Officer determines that there is no reason or excuse that the Collector should not serve the Residential Unit or Qualifying Non-Residential Customer hereunder, it shall so notify the Collector in writing, and the Collector shall within ten (10) days of the date of this notice either: (i) commence service to the Residential Unit or Qualifying Non-Residential Customer; or (ii) give written notice to the Commission that it disputes the Chambers County Solid Waste Officer's determination that there is no reason or excuse that the Collector should not serve the Residential Unit or Qualifying Non-Residential Customer by requesting, in writing addressed to the Manager of Chambers County, a hearing before the Commission to resolve all disputed matters. The Commission shall hear the matters raised by the Collector at either a regularly scheduled Commission meeting or a meeting specially called for the purpose within thirty (30) days of the Collector's submitting a written request for a hearing to the Manager of Chambers County. At the hearing, the Collector shall be permitted to present such facts and evidence as it may determine disputing any matters relating to the Chambers County Solid Waste Officer's determination that there is no reason or excuse that the Collector should not serve the Residential Unit or Qualifying Non-Residential Customer. The Chambers County Solid Waste Officer shall attend all such hearings and shall present such facts and evidence as the Commission may permit. Within seven (7) days of the conclusion of the hearing, the Commission shall notify the Collector and the Chambers County Solid Waste Officer of the Commission's findings and determinations regarding all matters in dispute raised in the Collector's written request for hearing. In the event that the Commission affirms the Chambers County Solid Waste Officer's determination that there was no reason or excuse that the Collector should not serve the Residential Unit or Qualifying Non-Residential Customer, the Collector shall commence service to the affected Residential Unit or Qualifying Non-Residential Customer within (7) days of notification of the Commission's decision and shall credit the Residential Unit or Qualifying Non-Residential Customer for one month's collection service in its initial billing of the Residential Unit or Qualifying Non-Residential Customer.

(b) The Collector shall at all times conduct each and every aspect of its business in strict accord with the laws, ordinances, rules and regulations of Chambers County, the State of Alabama, and of the United States of America.

Section 6.02. Performance Bond. The Collector shall maintain in force at all times, a performance and payment bond in the amount of One Million Dollars (\$1,000,000.00) with surety acceptable to the County and, legally qualified to do business in Alabama, to insure continuity of collections and disposal service, which bond shall be subject to the approval of the County. The bond shall be conditioned upon performance of the Collector's obligations to the County under this Agreement, and the bond shall run to the use and benefit of the County. The Collector shall furnish the County satisfactory evidence of the continued maintenance of the bond in force and effect at any time, upon the request of the County. It shall be considered a violation of this Agreement and the bond conditions if the Collector shall:

- (a) Fail to cure a breach of this Agreement, having been given fifteen (15) days' written notice of said breach.
- (b) Take the benefit of any present or future insolvency statutes, or make general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement, reorganization or readjustment of its indebtedness under the Federal bankruptcy laws or under any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property.
- (c) By an order or judgment by a court of competent jurisdiction be adjudged bankrupt.
- (d) Be precluded from performing its obligations under the provisions of this Agreement because of cancellation of the Agreement pursuant to the provisions of Section 22-27-5(a), Code of Alabama, 1975, as amended.

Section 6.03. Customer Service. (a) The Collector's office shall be equipped with sufficient telephones and shall have a resident manager in charge from 8:00 a.m. to 5:00 p.m. Monday through Friday, except for the following holidays: New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day and Christmas Day. The resident manager in charge shall have authority to withdraw Collector's vehicles from service, take disciplinary personnel actions against Collector's personnel, resolve Customer complaints and authorize actions involving liability for Collector's equipment. The Collector shall provide to all sections of the Franchise Area, at its cost, a local access or toll-free telephone number listed in the name in which the Collector does business in the Franchise Area and shall provide a full-time live (not recorded) answering service during normal business hours for those who need to contact the Collector. During normal business hours, "voice mail", or other recorded answering service will not be permissible. The Collector will endeavor to assure that the resident manager or other personnel with sufficient knowledge and authority to answer Customer or County inquiries or resolve Customer or County complaints are

available at all times during normal business hours, and that, if the individual who is knowledgeable about a matter of concern to a Customer or the County is unavailable at the time that a call is received, calls are returned to Customers or the County by personnel knowledgeable about the matters of concern to the Customer or County promptly.

(b) Within ninety (90) days following the commencement of collection services hereunder, the Collector shall provide each Customer a summary, approved by the Chambers County Solid Waste Officer, or pertinent aspects of this Agreement which shall outline rates and obligations of the Customer, Collector, and the County, respectively.

(c) Collector shall require its employees to dress in uniforms which bear the names of the Collector and of the Employee clearly visible, and to maintain a clean and neat appearance to the extent the job will permit. Provisions will be made for identifying dress for temporary employees and new hires.

(d) Collector shall require its employees to serve the public in a courteous, helpful, and impartial manner. All Collector personnel in both the field and the office shall receive training in customer relations and shall refrain from belligerent behavior and profanity. Correction of any such behavior and language shall be the responsibility of Collector. Personnel shall perform collection service with as little noise and little disturbance to the Customer as possible. No employee shall disturb or otherwise handle or move Customer or County property that is unnecessary to the proper execution of his or her duties. Care shall be taken to prevent damage to property, including shrubs, flowers and other plants. Collection shall be accomplished in a sanitary manner and any spillage by Collector shall be immediately picked up and deposited in the collection vehicle.

(e) Collector's personnel shall not be required to expose themselves to the danger of being bitten by vicious dogs in order to accomplish collection. In any case where the Customer has animals at large, Collector shall immediately notify the Chambers County Solid Waste Officer in writing of this condition and of Collector's inability to perform collection service because of this condition.

Section 6.04. Required Financial Records. During the term of this Agreement, the Collector shall maintain full records of the operations under this Agreement in accordance with generally accepted accounting principles. These records and source documentation shall be made available to the County or its designee from time to time. Upon request from the County, the Collector will furnish the County the amount or amounts of revenues, collected under this Agreement for all or any portion of the term hereof, and will estimate by the best means available to it (consistent with any reasonable rules-of-thumb or practice regarding allocation of costs in the industry), the associated costs for the same period or periods.

Section 6.05. Collection Records. To assist the County in planning for disposal needs and projecting waste volumes, the Collector will develop, in conjunction with the Chambers County Solid Waste Officer, a system for reporting the volume of Solid Waste collected from each collection route in each region of the Franchise Area.

ARTICLE VII.

COMPLAINT PROCEDURE

Section 7.01. Investigation of Customer Complaints. The Collector shall make a full and prompt investigation of all Customer complaints and other service requests. For the purposes of this Section, “complaint” shall be construed to mean substantial objections made to the Collector by a Customer as to its charges, facilities, or service. A written record of each complaint received shall be kept by the Collector. This record shall show the name and address of the complainant, and the result of any investigation, along with the disposition of the complaint and the date of such disposition. The Collector shall retain records of complaints for a minimum period of three (3) years. Excessive numbers of well-founded complaints may be considered a breach of contract.

Section 7.02. Submission of Complaints to the Chambers County Solid Waste Officer. Complaints which are not satisfactorily resolved by the Collector may be submitted by either the Customer or the Collector to the Chambers County Solid Waste Officer for investigation and mediation.

Section 7.03. Submission of Complaints to County Commission. Complaints which are not resolved by the Chambers County Solid Waste Officer will be submitted to the Chambers County Commission for determination and resolution.

Section 7.04. Report of Complaints. The Collector shall email to the Chambers County Solid Waste Officer daily a log of all complaints received during the previous day and action taken. The Collector shall be available to review this report with the Chambers County Solid Waste Officer or his designee, if requested. The Chambers County Solid Waste Officer also shall email to the Collector within twenty-four (24) hours of receipt, a copy of each complaint received regarding the Collector or the Collector’s service.

ARTICLE VIII.

PAYMENT TO COLLECTOR

Section 8.01. Submission of Bills and Collection of Payment. Subject to the provisions of Section 8.03 hereof, the Collector shall be responsible for billing and collection of payment from the Customers for the services provided under this Agreement. The Collector shall bill

Customers for three (3) months' service, in advance; provided, however, that no bill shall be mailed more than thirty (30) days, or less than one (1) day, prior to the first day of the first month of the three (3) months' service for which the bill is rendered. Payment made no later than the thirtieth (30th) day of the first month of a three (3) months' billing period shall be considered to have been made in a timely fashion. No late payment fee shall be imposed prior to the thirty-first (31st) day following the first day of the first month of a three (3) months' billing period, and no late fee shall be greater than ten percent (10%) of the Customer's bill in amount.

Section 8.02. Termination of Service for Non-Payment - Notice. The Collector shall have no obligation to continue service to a Customer who has refused to pay for the Service. No termination of service shall commence, however, until the Collector has delivered or mailed two (2) separate written notices to the premises where such service is to be terminated, the second of these notices being mailed no later than thirty (30) days prior to the termination of service. The Collector shall provide the Chambers County Solid Waste Officer with a list of the Customers who have received such notices. Notice on the regular invoice or bin will not be considered as one of the written notices required by this Subsection. Once a Customer's account has been brought current, the Collector shall be obligated to resume service to the Customer.

ARTICLE IX.

RATES AND PAYMENTS TO COLLECTOR

Section 9.01. Initial Rates. The initial rates for collection service are hereby established as \$16.49 per month for Residential Unit or Qualifying Non-Residential Customer. The first quarterly billing for the months of August, September, and October, 2022 shall be \$49.47.

Section 9.02. Rate Changes. For purposes of this Section 9.02, the initial rates for collection service are divided into two parts, i.e., (1) the Collection component; and (2) the Disposal Component. The Collection Component of the monthly initial rates is \$13.89 per Residential Unit or Qualifying Non-Residential Customer. The Disposal Component of the initial rates is \$2.60 per Residential Unit or Qualifying Non-Residential Customer. The rates to be charged Residential Units and Qualifying Non-Residential Customers shall be the sum of the Collection Component and the Disposal Component as the same may be adjusted from time to time as provided hereinafter. Initial rates (i.e., Collection Component & Disposal Component) established in this Agreement shall remain in effect for one (1) year from the commencement date of the work under this Agreement.

In addition to the above, the fees or compensation payable to the Collector for the second and subsequent years of the term or terms shall be subject to adjustment as to the collection component of the rates charged each Residential Unit or Qualifying Non-Residential Customer. The Collection Component Rate shall be increased or decreased by the same percentage increase

or decrease in the United States Department of Labor All Items Consumer Price Index. The base period to be used for the first such calculation shall be August (month Contract initiates), 2022, and the increase or decrease shall be based upon the change in said Labor All Items Consumer Price Index. Ninety (90) days prior to each anniversary of the Contract commencement date, the Collector shall compute the percent of increase or decrease in the collection component for the upcoming Contract year based solely on the Consumer Price Index published as of such calculation date. The Collector shall provide to the County all necessary and relevant factors used to calculate the adjustment. The newly calculated Collection Component when added to the Disposal Component will determine the new rate to be effective on the first day following the annual anniversary of the Contract commencement date.

In addition to the above, the fees or compensation payable to the Collector for the second and subsequent years of the term or terms shall be subject to adjustment for actual changes in the Disposal Component of the rates charged each Residential Unit or Qualifying Non-Residential Customer attributable either to: (i) increases in tipping fees paid by the Collector at the Designated Disposal Facility; or (ii) the imposition upon the disposal of Solid Waste of any additional federal, state or local fee, tax or similar charge that the Collector must pay with respect to Solid Waste disposed at the Designated Disposal Facility. Increases in tipping fees paid by the Collector at the Designated Disposal Facility shall increase the Disposal Component of the rate according to the following formula:

$$\text{New Disposal Component} = \left[\text{Old Disposal Component} \times \left(1 + \frac{\text{Tn} - \text{Ti}}{\text{W}} \right) \right] + \text{X}$$

Where: Old Disposal Component = the Disposal Component in effect as of the service commencement date.

Ti = The tipping fee in effect at the Designated Disposal Facility as of the service commencement date expressed in dollars per/ton.

Tn = The tipping fee in effect at the Designated Disposal Facility on each Calculation Date expressed in dollars per/ton.

W = The number of Residential Units and Qualifying Non-Residential Customers per ton or cubic yard, which shall be 52 per ton (for this purpose, a ton means a short ton of 2,000 pounds).

X = The net cumulative adjustments that have been made previously due to the imposition of federal, state or local Solid Waste disposal fees, taxes or similar charges as provided hereinafter, since the service commencement date expressed on a per Customer/per month basis.

In the event that federal, state or local fees, taxes or similar charges not presently existing, are imposed upon the disposal of Solid Waste and must be paid at the Designated Disposal Facility, the Disposal Component of the rate shall be increased according to the following formula:

$$\text{New Disposal Component} = [(\text{Old Disposal Component} \times (1 + \frac{\text{Df}}{\text{W}}))] + \text{Z}$$

Where: Old Disposal Component = the Disposal Component in effect as of the service commencement date.

Df = The federal, state or local fee, tax or similar charge imposed with respect to the disposal of Solid Waste, expressed in dollars per/ton.

W = The number of Residential Units and Qualifying Non-Residential Customers per ton, which shall be 52 per ton (for this purpose, a ton means a short ton of 2,000 pounds).

Z = The net cumulative adjustments that have been made previously due to changes in tipping fees, or the imposition of federal, state or local Solid Waste disposal fees, taxes or similar charges as provided elsewhere herein, since the service commencement date expressed on a per Customer/per month basis.

Written documentation supporting each change in rates must be submitted to the County by the Collector no less than thirty (30) days prior to the proposed effective date of the Change. Beginning one year from the commencement date of the work under this Agreement, changes in rates attributable to adjustments to the Disposal Component may occur at any time that changes in tipping fees for disposal at the Designated Disposal Facility occur, or new federal, state or local fees, taxes or similar charges that the Collector must pay with respect to Solid Waste disposed at the Designated Disposal Facility are imposed as described herein, but shall be implemented with the three (3) months' billing next following: (i) the occurrence that prompts the change (e.g., actual implementation of a tipping fee change, or imposition of a new federal, state or local fee, tax or similar charge that the Collector must pay with respect to Solid Waste disposal at the Designated Disposal Facility), and (ii) the submission of written documentation thereof to the County.

ARTICLE X.

INDEMNIFICATION

The Collector shall indemnify and save harmless and defend the County, its Commissioners, officers, agents, servants, and employees from and against any and all claims, liability, losses, regulatory enforcement actions, fines and/or causes of action which may arise from any willful, reckless or negligent act or omission of the Collector, its officers, agents, servants, and employees in the performance of services under this Agreement. However, the Collector shall not be liable for any claims, liability, losses, and/or cause of action which may arise from any willful, reckless or negligent act or omission of the County, its officers, agents, servants, and employees.

ARTICLE XI.

INSURANCE

Section 11.01. Worker's Compensation Insurance. The Collector shall provide and maintain during the life of this Agreement, adequate Worker's Compensation Insurance, in accordance with the laws of the State of Alabama, for all its employees. A Certificate shall be filed with the County by the insurance carrier showing the requisite Worker's Compensation Insurance to be in force at all times.

Section 11.02. Liability Insurance. The Collector shall provide and maintain during the life of this Agreement, Public Liability and Property Damage Insurance and Umbrella Coverage in the following amounts:

Public Liability	-	\$1,000,000.00 per any one claim
Automotive Liability	-	\$1,000,000.00 bodily injury and property damage combined single limit per claim
Property Damage	-	\$1,000,000.00 per any one claim
Umbrella Liability	-	\$5,000,000.00 per occurrence or claim

to protect the Collector, its agents and its employees from claims for damages for personal injury, including wrongful and accidental death and property damage which may arise from operations under this Agreement, whether such operations be performed by the Collector or its employees. The policy or policies shall name the County as an additional insured and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the County thirty (30) days' notice in writing. All insurance shall be issued by insurers and for policy limits

acceptable to the County, and before commencement of work under this Agreement, and the Collector agrees to furnish the County certificates of insurance or other evidence satisfactory to the County to the effect that the insurance has been obtained and is in force.

ARTICLE XII.

TERMINATION

Section 12.01. Notice of Breach. Except as otherwise provided herein, if either party breaches any of the material provisions of this Agreement and fails to cure such breach within a period of thirty (30) days after receiving written notice setting forth a detailed description of such breach from the other party, unless a longer period of time is required to cure such breach in which case the party breaching shall commence to cure such breach within said thirty (30) day period and pursue diligently to completion of the curing of the referenced breach thereafter, then the other party may implement the termination provisions of this Agreement.

Section 12.02. Termination by the Collector. This Agreement may be terminated by the Collector or County upon one hundred eighty (180) days' prior written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement.

Section 12.03. Termination by the County. This Agreement may be terminated by the County for breach of any of the terms, conditions, or provisions of this Franchise Agreement. After being notified in writing of the County's intent to terminate this Franchise Agreement, the Collector may, within a fifteen (15) day period, petition the County for a hearing regarding whether grounds for termination exist. Termination shall take effect upon the certified mailing by the County of notice thereof to the Collector. After receipt of a termination notice, the Collector shall:

- (a) Stop work on the date and to the extent specified.
- (b) Continue and complete all parts of the work that have not been terminated.

In addition, this Agreement may be terminated by the County, as provided for in Section 22-27-5(a), Code of Alabama, 1975, as amended, upon a finding by the Chambers County Health Officer and concurrence by the State Health Department that this Agreement fails to be in the best interest of the health, safety and welfare of the citizens residing in Chambers County.

ARTICLE XIII.

SUBCONTRACTING

No portion of the work or services called for in this Agreement shall be subcontracted without the County's written approval.

ARTICLE XIV.

ASSIGNMENT OF RIGHTS

The Collector shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of this Agreement, its right, title, or interest herein, or its power to execute such contract, to any person, firm, or corporation without written consent of the County and such written consent shall not be construed to relieve the Collector of any responsibility for the fulfillment of its obligations under the provisions of this Agreement.

This Agreement does not grant the Collector any right of transfer. Approval of any transfer will be at the sole discretion of the County.

ARTICLE XV.

COLLECTOR'S RESPONSIBILITY FOR PAYMENT OF TAX

Nothing contained herein is intended to confer upon Collector, nor shall it constitute any exemption from paying applicable sales or use taxes with respect to materials used to fulfill its obligations under the provisions of this Agreement, nor is the Collector authorized to use the County's Tax Exemption Number in securing such materials or items.

The Collector shall be responsible for the payment of all taxes of any nature, whether federal, state, county, municipal or other arising from or in any way associated with its obligations under the provisions of this Agreement, including without limitation, ad valorem property, privilege license, income, sales, use and corporate franchise, and taxes.

ARTICLE XVI.

EXCUSABLE DELAYS

The Collector shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Collector's control and without its fault or negligence. Such cases may include: acts of God; the County's omissive and commissive failures; natural or public health emergencies; or severe weather conditions.

The Collector must notify the County in writing within five (5) days of any occurrence that may cause an excessive delay. The notification should identify the reason for the delay and extent of the delay.

ARTICLE XVII

DENIAL OF GUARANTY OR ASSURANCE

The Collector shall not pledge the County's credit or make it a guarantor of payment or surety for any agreement, contract, debt, obligation, judgement, lien, or any form of indebtedness. The Collector further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE XVIII.

NON-WAIVER OF RIGHTS

The failure of the County to require performance by the Collector of any provisions hereof shall not affect the right of the County thereafter to enforce the same provisions. Nor shall waiver by the County of any breach of any provision of this Agreement be a waiver of any succeeding breach of such provision or as a waiver of any provision hereof.

ARTICLE XIX.

INDEPENDENT CONTRACTOR RELATIONSHIP

The Collector is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor and not an employee, agent, or servant of the County. All persons engaged in any part of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Collector's sole direction, supervision, and control. The Collector shall exercise control over the means and manner in which it and its employees perform the work, and in all respects, the Collector's relationship and the relationship

of its employees to the County shall be that of an independent Contractor and not as employees or agents of the County.

The Collector does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE XX.

UNLAWFUL OPERATION

It shall be unlawful for any Person not holding a Chambers County franchise to collect, remove, or dispose of Solid Waste for Residential Units or Qualifying Non-Residential Customers in the Franchise Area. Notwithstanding the foregoing, this Agreement and any exclusivity granted to the Collector shall not be deemed to prohibit transportation and disposal by any Person of the Solid Waste generated exclusively by such Person in the pursuit of his other lawful conduct and affairs.

ARTICLE XXI.

CONTINGENT FEES

The Collector warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Collector to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Collector, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE XXII.

ACCESS AND AUDITS

The Collector shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work, services and activities contemplated in this Agreement for at least three (3) years after completion of this Agreement. The County shall, upon five (5) days' written notice, have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours.

ARTICLE XXIII.

NON-DISCRIMINATION

The Collector warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

ARTICLE XXIV.

MISCELLANEOUS

Section 24.01. Entirety of Agreement. This Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

Section 24.02. Enforcement Costs. If any legal action or other proceeding is initiated or instituted for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such reasonable fees, costs, and expenses incident to appeal, incurred in that action or proceeding), in addition to any other relief to which such party or parties may be entitled.

Section 24.03. Maintenance of Licenses, Permits, etc. The Collector hereby represents and warrants that it has and will continue to maintain all licenses, permits and approvals required to conduct business, and that it will at all times conduct its business in a reputable manner.

Section 24.04. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, then the remainder of the Agreement, or the application of such items or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law. This Agreement shall be construed according to the laws of the State of Alabama.

Section 24.05. Amendments and Modifications. No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the scope of the work to be undertaken by the Collector hereunder, including alterations, reductions therein or additions thereto. Upon receipt by the Collector of the County's notification of a contemplated change, the Collector shall: (1) if requested by the County, provide an estimate for the increases or decreases in costs due to the contemplated change; and (2) notify the County of any estimated change in the completion date of any tasks contemplated hereunder that would be affected by the referenced change.

If the County so instructs the Collector in writing, the Collector shall suspend work on that portion of the work, services or activities affected by a contemplated change, pending the County's decision whether to proceed with the change.

If the County elects to make the change, it shall so notify the Collector in writing, and the Collector shall not commence work on any such change until it has been reflected in a written amendment to this Agreement signed by each of the parties.

Section 24.06. Notice. All notices required by this Agreement shall be mailed to the Collector by postage prepaid, certified mail, return-receipt requested, and addressed to:

Attention: _____

and if sent to the County shall be mailed by, postage prepaid, certified mail, return-receipt requested, addressed to:

Chambers County Commission
Attention: County Manager
2 South LaFayette Street
LaFayette, Alabama 36862

Section 24.07. Gender and Number. References in this Agreement to the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

Section 24.08. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of Alabama with venue being in the Circuit Court of Chambers County, Alabama.

Section 24.09. Certified Copies Treated as Executed Original. To the same effect as if it were an executed original, anyone may rely upon a copy certified by a Notary Public to be a true copy of this Agreement (and of the amendments or other writings, if any, attached to it).

Section 24.10. Table of Contents; Descriptive Headings. The Table of Contents to this Agreement and the descriptive headings used in this Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning of any of its provisions.

Section 24.11. Division Into Articles; Numbering of Pages. Following the Designation of Parties and Recitals appearing on the first page of this Agreement which is numbered 1, the remainder of this Agreement is divided into twenty-five (25) separate articles, consisting of Articles I to XXV, inclusive. The pages of the Agreement are numbered consecutively, consisting of Pages 1 - 27.

ARTICLE XXV.

SIGNATURES

IN WITNESS WHEREOF, COUNTY and COLLECTOR have caused this Agreement to be executed in their respective names, have caused their respective seals to be hereunto affixed, have caused this Agreement to be attested, all by their duly authorized officials or officers, as the case may be, in two (2) counterparts, both of which shall be deemed an original, and have caused this Agreement to be effective as of August 1, 2022, although actually executed by the County on _____, 2022, and by Collector on _____, 2022.

COUNTY:

ATTEST:

CHAMBERS COUNTY, ALABAMA

County Manager

By: _____
Chairman
Chambers County Commission

{ County Seal }

COLLECTOR:

By: _____

Its: _____

{ Corporate Seal }

STATE OF ALABAMA
COUNTY OF CHAMBERS

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Debra Riley, as Chairman of the Chambers County Commission, and Regina Chambers, as County Manager of the County Commission of Chambers County, Alabama, whose names are signed to the foregoing Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, they executed the same voluntarily on the day the same bears date for and as the act of said Chambers County Commission.

Given under my hand and seal on this the _____ day of _____, 2022.

{Notary Seal}

NOTARY PUBLIC
My Commission Expires: _____

STATE OF _____
COUNTY OF _____

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that _____, whose name as _____, of _____, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, he executed the same voluntarily on the day the same bears date for and as the act of said _____.

Given under my hand and seal on this the _____ day of _____, 2022.

{Notary Seal}

NOTARY PUBLIC
My Commission Expires: _____