

**Section 3.18. Indemnity.** A franchisee shall, at its sole cost and expense, fully indemnify, defend, and hold harmless the County, its officers, boards, commissioners, employees, representatives, and agents from and against any and all claims, suits, actions, fines, penalties, liability, costs, loss, damage, and judgments of any kind, including personal injury and/or death, and including reasonable attorneys’ fees, expenses, and costs of settlement, arising from or relating to the franchisee’s negligence or willful misconduct during the collection, transportation, or disposal of solid waste, whether or not the act or omission complained of is authorized, allowed, or prohibited by its franchise and this Ordinance, and from any breach or violation by the franchisee of its franchise or this Ordinance.

**Section 3.19. Performance Bond.** Before providing residential solid waste collection services pursuant to a franchise granted pursuant to this Ordinance and at all times during the term of its franchise, a franchisee shall furnish to the County and maintain in effect a surety bond in the amount of \$250,000 issued by a financially sound and reputable corporate surety authorized to do business in the State of Georgia reasonably acceptable to the County as security for the franchisee’s performance of each and every of its obligations under its franchise and this Ordinance.

**Section 3.20. Insurance.**

(a) A franchisee shall maintain in full force and effect insurance of the types and in the amounts set forth below. A franchisee shall furnish to the County with its execution and delivery of its franchise and annually thereafter if its franchise is renewed or at any time upon the County’s request, certificates of insurance or other evidence satisfactory to the County to the effect that such insurance has been procured and is in force and certifying that the County shall receive at least thirty (30) days’ notice prior to any modification, revocation, cancellation, or non-renewal of said insurance. No such insurance shall have a self-insured retention amount in excess of \$10,000.

<u>Coverages</u>	<u>Limits of Liability</u>
Worker’s Compensation	Statutory
General Liability and Property Damage (except automobile)	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Bodily Injury and Property Damage Liability	Statutory \$500,000
Excess Liability Umbrella	\$2,000,000 aggregate
Pollution and Environmental Liability and Remediation Coverage	\$5,000,000 per occurrence

A franchisee shall ensure the County is named as an “Additional Insured” on each such policy.

(b) All insurance contracts or policies procured by a franchisee pursuant to the above insurance schedule shall be in a form reasonably satisfactory to the County and shall be issued and maintained by companies authorized to do business in the State of Georgia and reasonably acceptable to the County.

(c) Any failure to provide such evidence of, or to maintain, insurance as required by this section shall be grounds for termination of the franchisee’s franchise.

**Section 3.21. Reporting.** A franchisee shall submit to the County Manager a written report no later than forty-five (45) days prior to the termination of its franchise, whether or not the