

**NON-EXCLUSIVE FRANCHISE AGREEMENT
FOR ROLL-OFF CONTAINER COLLECTION SERVICES**

THIS NON-EXCLUSIVE FRANCHISE AGREEMENT FOR ROLL-OFF CONTAINER COLLECTION SERVICES (Agreement) is made and entered into as of this ____ day of ____ 2023, by and between the Town of Lake Park, Florida, (Town) whose address is 535 Park Avenue, Lake Park, Florida 33403 and **Bicon Inc., DBA S&S National Waste**, a Florida corporation, with a business address at 1480 Skees Road, West Palm Beach, Florida 33411 ("Franchisee").

WITNESSETH THAT

WHEREAS, the Town of Lake Park ("Town") is a municipal corporation of the state of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission previously determined that it is necessary to establish a process for granting non-exclusive franchises for roll-off collection services; and

WHEREAS, the Town Commission previously adopted Resolution 99-12-17, which establishes an application process for authorizing non-exclusive franchises for roll-off container collection services; and

WHEREAS, this Agreement sets forth the terms making an applicant eligible for the award of a non-exclusive franchise by for roll-off container collection services.

SECTION 1. Engaging in business of roll-off collection services.

- (a) The Franchisee shall be responsible for the payment of all business tax receipts and/or any other licenses which are required by law. This nonexclusive franchise is hereby issued only to the Franchisee, but not any of its related or affiliated firms. The Franchisee shall not subcontract with any other individual, firm, company or corporation to provide services under this franchise.
- (b) The Franchisees shall maintain an office in Palm Beach County where

complaints can be received and processed. The Franchisee shall be responsible for providing the Town with copies of any complaints received. The failure to provide the Town with copies of the complaints may subject the Franchisee to revocation of its franchise.

- (c) All equipment utilized for roll-off collection services in the Town shall be conspicuously marked on both sides of the container with the Franchisee's name, container number, tare weight and cubic yard capacity. Identification information shall also be marked on all of the Franchisee's trailer and container units. All markings shall be in letters and numerals at least two inches in height. In addition, all vehicles utilized in the provision of services by the Franchisee within the Town shall comply with federal and state department of transportation regulations pertaining to the operation of roll-off vehicles. All of the Franchisee's drivers shall be appropriately licensed.
- (d) The Franchisee shall perform collection services with as little disturbance as possible. Franchisees shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection occurs. During transportation, all waste shall be contained, tied or enclosed so that spillage and litter is prevented. In the event of any spillage or litter caused by the Franchisee, the Franchisee shall promptly clean up all spillage or litter. The cost of cleaning up shall be borne *e x c l u s i v e l y* by the Franchisee at its sole cost and expense and shall not be billed to the Town or the Franchisee's customer.
- (e) The Franchisee shall hold the Town harmless from any and all liabilities, claims, losses or damages the Town may suffer as a result of any claims, demands, costs or judgments made or awarded against the Town arising out of the wrongful acts or omission of the Franchisee or its employees, agents or subcontractors in the performance of the Franchisee's roll-off collection services within the Town.
- (f) Each Franchisee shall obtain and maintain, at its own expense, all licenses and permits which are required by law or regulation to conduct roll-off collection services.
- (g) The grant of a franchise does not relieve a Franchisee from complying with the requirements of Chapter 403, Florida Statutes, and the rules established by the Florida Department of Environmental Protection, OSHA, the Florida Department of Transportation's rules, and any other federal, state, county or Town laws.

SECTION 2. Nonexclusive franchise fee requirements; monthly fees; reporting requirements.

- (a) All Franchisees shall pay to the Town an annual nonexclusive franchise fee of \$1,500.00, payable the next business day following the Town Commission's

approval of the franchise and thereafter on the anniversary date during the franchise term. This fee shall be in addition to the quarterly franchise fee and the business tax charged by the Town.

- (b) All Franchisees shall pay to the Town a roll-off collection fee of 15% of all revenues, net of disposal costs, charged, arising out of any services or operations the Franchisee conducts within the corporate limits of the Town.
- (c) The Franchisee shall, within 30 days of the last day of each quarter of the calendar year, deliver to the Town's Finance Department the payment of all quarterly collection fees.
- (d) A true and correct statement of the net revenues collected per account during the previous quarter within the Town, certified correct and signed by an individual of the Franchisee who has the authority to legally bind the company, firm, or corporation.
- (e) Payment of roll-off collection fees, in the amount of 15% of all revenues, net of disposal costs.
- (f) A listing, as of the reporting date, of the customer names and address of each location served, the number of containers and size, the collection frequency and the rates charged by each account by the Franchisee for roll-off collection services.
- (g) The Franchisee shall not provide for the sharing of any roll-off collection account between property owners. The Franchisee shall maintain separate contracts with each property owner who requests its services.
- (h) Upon the renewal of the Franchisee's annual business tax receipt, the Franchisee shall provide the Town with evidence of payment of all franchise fees and quarterly roll-off collection fees.
- (i) The Franchisee agrees to permit the Town's auditors, during regular business hours, and after reasonable notice, to audit, inspect and examine the franchisee's fiscal books, records and tax returns, insofar as they relate to Town accounts, to confirm the Franchisees' compliance with this section. If the Franchisee does not pay any portion of its quarterly roll-off collection fees, the unpaid fees shall bear interest at the rate of one percent and one half (1.5%) per month on the outstanding balance until fully paid, and the Franchisee shall be liable to the Town for its expenses of collection, including reasonable attorneys' fees and costs, whether the Town commences legal proceedings, or not. The Franchisee's failure to pay any portion of the quarterly roll-off collection fees assessed may be cause for revocation of the franchise.

SECTION 3. Rates for roll-off collection services.

The rates and charges for roll-off collection services shall be set forth in an agreement between the Franchisee and its customers. The Franchisee is responsible for billing and collecting all fees and charges for its services directly to and from its customers. The Franchisee shall present the roll-off collection fee payable to the Town as a line item on each customer invoice.

SECTION 4. Disposal required at Town- and/or County-approved facilities.

Any and all solid waste material collected by the Franchisee within the Town shall be disposed of only at facilities designated or approved by the Florida Department of Environmental Protection and/or the Palm Beach County Solid Waste Authority (SWA). The Franchisee shall directly pay the SWA for the disposal costs at the SWA's facilities. The Franchisee shall not improperly dispose of any collected waste if its customer does not pay for services. The improper disposal of any collected waste may be the cause for the revocation of the franchise.

SECTION 5. – Indemnification and Insurance

- (a) The Franchisee shall maintain general liability insurance and automobile liability insurance policies during the term of the franchise. The Franchisee shall submit the policies it maintains, which shall include the Franchisee's name and that said policies provide coverage incident to the franchisee's operations under the franchise. The amount of liability coverage shall not be less than a combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury and property damage liability. The Town shall be listed as an additional insured. Certificates of insurance evidencing such insurance coverage shall be provided to the Town by the Franchisee prior to providing any franchise services.
- (b) If any policy is canceled or lapses the Franchisee shall provide the Town with the substitute policy, it has obtained to satisfy the requirements herein such that there is no lapse in coverage during the term.
- (c) The Franchisee shall indemnify and hold harmless the Town, its elected and appointed officials, employees, and agents from any and all liability, losses, or damages, including attorney's fees and costs of defense, which may be incurred as a result of claims, demands suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the Franchisee or its employees, agents, servants, partners, principals, or subcontractors. The Franchisee shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Town, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees

which may be incurred thereon. The Franchisee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Franchisee shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Town, its elected or appointed officials, employees, agents, and instrumentalities as herein provided.

SECTION 7. – Insurance

In accordance with statutory requirements and Employer's Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) for each accident, not less than One Million Dollars (\$1,000,000) for each disease, and not less than One Million Dollars (\$1,000,000) aggregate.

SECTION 8.- Authorization to provide services.

The Franchisee is hereby authorized to provide roll-off collection services for the calendar year in which it was approved upon payment of the annual franchise fee, submission of proof of required insurance, and evidence of compliance with all other terms and conditions contained herein.

SECTION 9.- Term of franchise.

The term of this franchise shall be three (3) years, commencing June 21, 2023, and terminating June 21, 2026. One hundred twenty (120) days prior to the expiration of any term, the Franchisee may request an extension of the franchise for an additional two years, which may be approved by the Town Commission at its sole discretion. Provided, however, that the extension of the franchise shall be limited to two (2) one-year extensions.

SECTION 10.- Transfer of nonexclusive franchise.

Upon the sale or legal transfer of the Franchisee's business, the new owner shall submit to the Town a written application to transfer the franchise. The application must demonstrate that the successor to the franchise meets all of the requirements of this Agreement. This franchise shall not be transferred to a new operational location. Any proposed transfer of a franchise to the new owner shall not be final until approved by the Town Commission. Once transferred, the franchise shall remain in effect for the remainder of the term stated herein.

SECTION 11. - Revocation of nonexclusive franchise.

- (a) In the event a Franchisee fails to comply with any of the terms specified herein, the Town Commission may, upon the service of written notice of revocation as described below, revoke the non-exclusive roll-off franchise.
- (b) The Franchisee's violation of any of the terms and conditions of this

Agreement which the Town determines is a danger to the public health, safety and welfare, or the violation of any other applicable federal, state or local law or rule may subject a Franchisee to revocation of its franchise.

- (c) The Franchisee's submission of false or inaccurate information in its application or operational reports; the failure to submit the operational reports; to make payment of fees; the submission to a lawful inspection of the Franchisee's location or operation, may subject a Franchisee to revocation the revocation of its franchise.
- (d) In the event the Town proposes to revoke the Franchisee's franchise previously granted for a violation of this Agreement, it agrees to provide the Franchisee with written notice of such revocation and the reasons therefore, by hand delivery, or certified mail, addressed to the Franchisee at the address provided by the Franchisee in its application to the Town, or if changed and acknowledged by the Town at the new location.

SECTION 12. - Amendments.

The Town reserves unto itself, in its sole discretion, the power to modify, or to otherwise modify a franchise awarded to a Franchisee.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last executed below.

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, Town Clerk

By: _____
Roger Michaud, Mayor

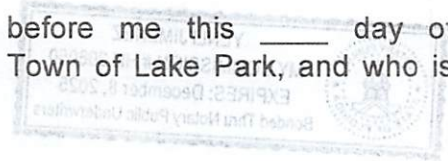
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this ____ day of _____ 2023 by Roger Michaud, Mayor of the Town of Lake Park, and who is personally known to me.



(NOTARY SEAL)

Notary Public, State of Florida

WITNESSES:

Contractor:

By: S. Rivera
Sharelyn Rivera
Printed Name

By: [Signature]
Its: CEO

Janna Wheeler
Printed

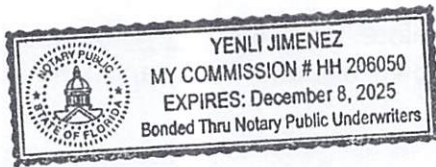
Carla Quezada
Carla Quezada
Printed Name

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 12th day of June 2023 by Sharelyn Rivera, as Finance Manager of Bicon dba StS National Waste, and who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)




Notary Public, State of Florida

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