

**NON-EXCLUSIVE FRANCHISE AGREEMENT
FOR ROLL-OFF CONTAINER COLLECTION SERVICES
WITHIN THE TOWN OF LAKE PARK**

THIS NON-EXCLUSIVE FRANCHISE AGREEMENT (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 **Coastal Waste & Recycling of Palm Beach, LLC**, a Florida limited liability company, with a business address at 2481 NW 2nd Avenue, Boca Raton, Florida 33341 ("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 adopted Resolution 99-12-17, establishing an application process to authorize non-exclusive franchises for roll-off container collection services; and

WHEREAS, this Agreement sets forth the terms of a non-exclusive franchise for roll-off container collection services in the Town.

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

- (a) No person, company, firm or corporation shall engage in the business of roll-off collection services within the Town without first applying for and receiving a nonexclusive franchise awarded by the Town Commission. This provision shall not apply to roofing contractors who remove roofing debris when replacing a roof pursuant to a permit, provided the removal of roofing debris is not accomplished by use of a roll-off container, trailer or other container whose transport has been removed. The Franchisee who has been awarded a franchise by the Town Commission shall be responsible for the payment of any business tax receipts and/or any other licenses which are required by law. The Roll-off collection services awarded by the Town Commission shall be used

only by 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) All Franchisees shall maintain an office in Palm Beach County where complaints can be received and processed. Each Franchisee shall be responsible for providing the Town 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 name of the Franchisee, 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 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 to the premises or other properties 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 by the Franchisee 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, the laws and rules established by the Florida Department of Environmental Protection, OSHA, the Florida Department of Transportation's rules, or any other federal, state, county and Town laws.

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

- (a) All Franchisees shall annually pay a franchise fee of \$1,500 to the Town for the privilege of having a nonexclusive franchise in the Town. The fee shall be paid the next business day following the Town Commission's approval of the franchise and thereafter on the anniversary date of the first payment 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 conducted within the corporate limits of the Town.
- (c) The Franchisee shall, each quarter, within 30 days of the last day of the quarter, deliver to the Town's Finance Department payment for the 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 each account by the Franchisee for roll-off collection services.
- (g) No property owner shall share a roll-off collection account with another property owner.
- (h) Any Franchisee seeking to renew its annual business tax receipt with the Town shall provide the Town with evidence of payment of all franchise fees and quarterly roll-off collection fees imposed by the provisions of this Agreement as a condition of the renewal of its business tax receipt.
- (i) Each 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. Failure to pay any portion of the quarterly roll-off collection fees assessed may be cause for revocation of the franchise, as provided in this resolution and allowed by law.

SECTION 3. Rates for roll-off collection services.

Rates and charges for roll-off collection services shall be determined by agreement between the Franchisee and its customer. 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 or County approved facilities.

Any and all solid waste material collected by a Franchisee within the Town shall be disposed of only at facilities designated or approved by the Florida Department of Environmental Protection 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. A Franchisee shall not improperly dispose of any collected waste if its customer does not pay for services. The Franchisee's improper disposal of any collected waste may be 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 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 and its elected or appointed officials, employees, or agents from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the Town, its elected or appointed officials or officers, employees, or agents may incur 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 or its officers, employees, or agents.

SECTION 6. 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 during each year of the term 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 which demonstrates that the new owner or successor to the franchise meets all of the requirements of this Agreement. A franchise shall not be transferred to a new operational location. Any proposed transfer of a franchise shall not be final until approved by the Town Commission. Once transferred, the franchise shall remain in effect for the remainder of the term.

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, following the service of written notice of revocation revoke the non-exclusive roll-off franchise.
- (b) The violation of any of the terms and conditions of this Agreement which endanger the public health, safety and welfare, or the violation of any other applicable federal, state or local law or rule may subject the Franchisee to revocation of its franchise.
- (c) The submission of false or inaccurate information in an application or required operational reports, the failure to submit operational reports or to make payment of fees, or to submit to a lawful inspection of the Franchisee's location or operation, may subject the Franchisee to revocation the revocation of its franchise.
- (d) In the event the Town proposes to revoke a franchise, it shall provide the Franchisee with written notice of such revocation and the reasons therefore, by hand delivery, facsimile 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 a different address.

SECTION 12. Amendments.

The Town reserves unto itself, in its sole discretion, the power to modify, or to otherwise modify this franchise award to the 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: _____

By: _____

Vivian Mendez, Town Clerk

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: _____

By: _____

Its: _____

Printed Name

Printed

Printed Name

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this ____ day of _____ 2023 by _____, as _____ of _____, and who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Public, State of Florida