



## **Non-Exclusive Franchise Agreement to Provide Collection Service for Owner-Occupied Multifamily Communities and Nonresidential Non-Municipal Solid Waste**

### **Application**

*The Margate City Commission has established a non-exclusive franchise to provide collection service for owner-occupied multifamily communities and nonresidential non-municipal solid waste. This application is based on the information in Sec. 19-4, "Non-exclusive franchise agreement to provide collection service for owner-occupied multifamily communities and nonresidential non-municipal solid waste", Code of Ordinances of the City of Margate, Florida, Ordinance 2015-9.*

*Please submit one original and one copy of the completed application along with any required payment and cash bond as outlined in this application to the Department of Environmental and Engineering Services at 901 NW 66th Avenue, Suite A, Margate, FL 33063. Non-exclusive franchise expires September 30 of each year.*

COMPANY INFORMATION		
Company Name:	Today's Date:	
Address:		
Email:	Phone:	Fax:
Type of Organization:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	
(Complete the section below for the selected type of organization)		

SOLE PROPRIETORSHIP	
Owner/Operator's Name:	

PARTNERSHIP			
Name of Registered Agent:		State of Organization:	
Address:		Phone:	Fax:
Names of Partners	Address	Phone	Limits (if any)



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Application (continued)

CORPORATION		
Name of Registered Agent:	State of Incorporation:	
Registered Agent Address:	Phone:	Fax:
<u>Corporate Officers</u>		
President:	Treasurer:	
Vice President:	Secretary:	
<u>For Manager-Managed Limited Liability Corporation</u>		
Manager's Name:		
Address:	Phone:	Fax:
<u>For Publicly Held Corporation (Twenty-five or more stockholders)</u>		
Local Managing Officer's Name:		
Address:	Phone:	Fax:

PLEASE ATTACH THE FOLLOWING (IF APPLICABLE)	CHECK IF INCLUDED
Proof of current corporate standing.	<input type="checkbox"/>
List of all officers from State of Incorporation; If foreign corporation, information certifying that applicant is qualified to do business in the State of Florida.	<input type="checkbox"/>
If fictitious name, proof of registration.	<input type="checkbox"/>
Copy of Certificate(s) of Insurance to Satisfy the Requirements of Sec. 19-4 (d), Code of Ordinances of the City of Margate, Florida	<input type="checkbox"/>
Nonrefundable Fee: <input type="checkbox"/> \$150 initial <input type="checkbox"/> \$50 renewal	<input type="checkbox"/>
Cash Bond (greater of \$2,500 or estimated franchise fees for a three-month period)	<input type="checkbox"/>
Annual Audit of Franchise Fee Accounting (for renewals only)	<input type="checkbox"/>



## **Non-Exclusive Franchise Agreement to Provide Collection Service** **for Owner-Occupied Multifamily Communities** **and Nonresidential Non-Municipal Solid Waste**

### Application (continued)

By signing below, the Franchisee acknowledges and agrees to abide by the requirements of Chapter 19 of the Code of Ordinances of the City of Margate, as amended from time to time, which includes, but is not limited to:

- A. That all solid waste generated within the City shall be delivered to the City's designated facility for solid waste (Sec. 19-2 of the Code of Ordinances of the City of Margate).
- B. That the service shall only be provided between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, with no collections on Sunday. The City Manager may modify times and days for collection in certain areas due to noise or other concerns. (Sec. 19-6 of the Code of Ordinances of the City of Margate)
- C. That if any information changes during the term of the franchise, the franchisee shall report those changes to the City within 30 calendar days of the change.
- D. That franchisee shall submit an application and pay the City the required nonrefundable renewal fee each year. The nonrefundable fee for an initial application shall be \$150.00 and for renewal applications shall be \$50.00.
- E. That franchises expire September 30 of each year and that all renewal applications shall be submitted between September 1 and September 30 of each year. Applications by haulers who have allowed their franchises to expire shall be considered initial applications.
- F. That franchisee shall keep posted with the City throughout the term of the franchise and any renewals, a cash bond of \$2,500 or the estimated amount of franchise fees for a three-month period, whichever is greater.
- G. That the franchisee shall submit a copy of the monthly franchise fee report (Form A), certified by an officer of the company and notarized, along with the applicable five percent (5%) franchise fee to the City's Department of Environmental and Engineering Services on or before the 10<sup>th</sup> of the following month. For example, Form A along with the applicable franchise fee payment for the month of January is due by February 10<sup>th</sup>.
- H. That the franchisee shall submit with each renewal application, an annual audit of the franchise fee accounting certified by an officer of the company and notarized.

I hereby state that I am authorized by the company to execute this Non-Exclusive Franchise Agreement, thereby legally binding the company to its requirements. I hereby state that I have read, understand, and will ensure that I, and the company I represent, will comply with the City Ordinance and this Non-Exclusive Franchise Agreement. I also state that I will ensure that I, and the company I represent, will comply with and obey all applicable federal, state, and local laws, regulations, and ordinances.

Dated this _____ of _____, _____		
Company:		
Local Mailing Address:		
Phone Number:	Fax:	Email:
Name:		Title:
Signature:		



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Application (continued)

FOR OFFICIAL USE ONLY		
Type: <input type="checkbox"/> New <input type="checkbox"/> Renewal	Application Complete: <input type="checkbox"/> Yes	<input type="checkbox"/> No
Application Payment Received: <input type="checkbox"/> \$150 <input type="checkbox"/> \$50 <input type="checkbox"/> Cash <input type="checkbox"/> Check # _____		
Bond Amount Posted: <input type="checkbox"/> \$2,500 <input type="checkbox"/> Other\$ _____	Bond Posted Sufficient: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Application Reviewed By: _____		
Application Recommended for Approval: <input type="checkbox"/> Yes <input type="checkbox"/> No		



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**Form A – Monthly Franchise Fee Report**

**Company Name:**

**Month:**

**Year:**

<u>Account Name</u>	<u>Account Type</u>	<u>Gross Billing</u>	<u>Gross Receipts</u>	<u>Franchise Fee Due</u>
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
<b>TOTALS</b>		<b>\$</b>	<b>\$</b>	<b>\$</b>

**Account Type:** Select "O" for owner-occupied multifamily or "N" for nonresidential non-municipal solid waste.

**Franchise Fee Due:** Calculated as 5% of the Gross Receipts.



## **Non-Exclusive Franchise Agreement to Provide Collection Service for Owner-Occupied Multifamily Communities and Nonresidential Non-Municipal Solid Waste**

The City of Margate ("City") does hereby grant a non-exclusive franchise agreement for the collection of owner- occupied multifamily solid waste and nonresidential non-municipal solid waste to

\_\_\_\_\_ ("Franchisee"). This agreement, including the definitions of terms used herein, shall be in conformity with Chapter 19 of the Code of Ordinances of the City of Margate.

The term of this agreement shall be for a maximum of one year, commencing on October 1 or the date the agreement is fully executed (whichever is later) and ending September 30. Each applicant for a non-exclusive franchise shall submit with its initial application a nonrefundable fee of one hundred and fifty dollars (\$150.00), which shall cover necessary costs provided. Each applicant for a renewal of a non-exclusive franchise shall submit with its renewal application a nonrefundable fee of fifty dollars (\$50.00), which shall cover necessary costs provided.

The specific cost of providing collection services for owner-occupied multifamily communities and nonresidential non-municipal solid waste shall be negotiated between the customer and the Franchisee. The negotiated cost and level of service (number and size of containers as well as the frequency of collection) shall be formalized in a written agreement. However, collection of waste containing garbage shall occur, at minimum, two times per week and waste containing only trash or nonresidential non-municipal solid waste shall occur, at minimum, one time per week. Collections of garbage using an enclosed compactor container may occur less frequently, but shall occur as necessary. The City may require an increase in frequency of collections and/or the size of containers when the service being provided becomes insufficient in the City's judgement to handle the quantity of waste generated or becomes a detriment to the health, safety, or welfare of the community. The Franchisee shall only conduct collection operations Monday through Saturday between the hours of 7:00 a.m. and 7:00 p.m. The City Manager may modify times and days for collection in certain areas due to noise or other concerns.

Franchisee shall make every effort to avoid causing waste materials from spilling or escaping from the Franchisee's vehicles during transport. In the event of spillage, the Franchisee shall immediately clean up such litter. The

Franchisee shall also maintain their vehicles in such a manner so as to prevent leaks and spills of fluids (hydraulic, oil, or otherwise) from the Franchisee's vehicles. Should a fluid leak originate from one of the Franchisee's vehicles, the Franchisee shall immediately respond and commence the proper cleanup of any such spills or leaks. The Franchisee shall also notify the City, and any other agency as required by applicable law, of all spills or leaks from its vehicles. Failure of the Franchisee to respond and cleanup any fluid spills or leaks that the City identifies as originating from its vehicles shall be grounds for cancellation of the franchise and forfeiture of the bond provided.

Franchisee hereby agrees to pay the City in return for streets, alleys, bridges, easements, and other public places thereof pursuant to this agreement, a sum of money equal to five per cent (5%) of the monthly gross receipts from all accounts served within the limits of the City. Aforesaid payments shall be on or before the tenth of each month and shall be accompanied by the Monthly Franchise Fee Report (Form A of the application for the Non-Exclusive Franchise Agreement to Provide Collection Service for Owner-Occupied Multifamily Communities and Nonresidential Non-Municipal Solid Waste).

The Franchisee shall provide the City the Monthly Franchise Fee Report as well as a yearly audit, certified by an officer of the company and notarized, and shall permit the City to inspect its records respecting the accounts receiving service under this non-exclusive franchise agreement at any reasonable time. Failure to provide the required monthly information, payments, and/or the yearly audit shall be grounds for cancellation of the franchise and forfeiture of the bond provided per the requirements below.

The Franchisee shall maintain liability insurance on all equipment operated in the City for bodily injury and property damage in amounts not less than two hundred fifty thousand/five hundred thousand dollars (\$250,000.00/\$500,000.00) bodily injury in any one accident, the latter figure for accidents involving more than one person; and property damage insurance in an amount of not less than twenty-five thousand dollars (\$25,000.00) for one accident. Further, the Franchisee shall provide worker's compensation insurance for its employees in the form and amount prescribed by law. The aforesaid liability insurance shall include a ten-day notice of cancellation in favor of the City. The Franchisee shall furnish to the City a copy of the aforesaid insurance policies annually with its application. The City shall be an additional named insured in such policies. Failure of the Franchisee to keep liability insurance policies as required in this paragraph in full force shall be grounds for cancellation of the franchise and forfeiture of the bond provided per the requirements below.

To guarantee performance by the Franchisee under the franchise, the Franchisee shall post with the City two thousand five hundred dollars (\$2,500) in cash or the estimated amount of franchise fees for a three-month period, whichever sum is greater. Such sum may be applied by the City to any default by the hauler in performance of the franchise. Upon the completion of the terms of the franchise and compliance with all terms and conditions hereof, a hauler shall be

entitled to the return of such bond.

The Franchisee shall, at all times, conduct its operations under this agreement in compliance with all applicable laws. The Franchisee shall obtain, at its own expense, all permits and licenses required by applicable law and maintain same in full force and effect at all times during the life of this agreement and any renewals. The Franchisee shall be solely responsible for all taxes and fees associated with services provided pursuant to this agreement.

**INDEMNIFICATION:** Franchisee agrees to indemnify, defend, save, and hold harmless the City of Margate, their officers and employees, from or on account of all damages, losses, liabilities and costs to the extent caused by the direct negligence, recklessness or intentional wrongful misconduct of the Franchisee and persons employed or utilized by the Franchisee in the performance of this agreement.

**VENUE:** This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

**WAIVER OF JURY TRIAL:** The parties to this agreement hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the matters to be accomplished in this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

**CITY OF MARGATE**

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Antonio V. Arserio, Mayor

       day of       , 20

ATTEST:

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Jennifer M. Johnson, City Clerk

       day of       , 20

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Cale Curtis, City Manager

       day of       , 20

APPROVED AS TO FORM:

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David N. Tolces, City Attorney

       day of       , 20

**FRANCHISEE**

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Signature

Witnessed:

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First Last, Title

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Signature

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Company

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Name

       day of       , 20

       day of       , 20