

CLAY COUNTY AGREEMENT/CONTRACT #2023/2024-_____

FRANCHISE AGREEMENT FOR CONTAINER SERVICE

This Franchise Agreement for Container Service (“Franchise Agreement”) is executed by and between Clay County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the “County”), and Freedom Waste Management, LLC, a Florida Limited Liability Company (the “Franchisee”), this 24th day of September, 2024. Capitalized words not otherwise defined herein shall have the meanings ascribed to them in the Ordinance.

RECITALS

WHEREAS, Clay County’s Solid Waste Franchising and Collection Ordinance 90-24, as amended and as it may be amended from time to time, and as codified in the Clay County Code, Appendix D, Article III (“Ordinance”), incorporated herein by reference, authorizes the franchising of Solid Waste collection services within specified Franchise Districts in the Unincorporated Area of Clay County; and

WHEREAS, it shall be unlawful for any person to collect, remove, or dispose of Solid Waste for others in the Unincorporated Area of Clay County without first obtaining a Franchise as authorized by the Ordinance; and

WHEREAS, Franchise means the rights granted under the Ordinance to collect and transport Solid Waste from Residential Units, Commercial Establishments, Industrial Establishments or Institutional Establishments, regardless of the place of origin, within and from a specified Franchise District, 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 other County Ordinances and general law; and

WHEREAS, the Franchisee has a current Franchise for Container Service with the County that expires on September 30, 2024 with no renewal terms remaining; and

WHEREAS, the Franchisee would like to continue operating a Franchise in the County and has submitted an Application for a Franchise for Container Service, a copy of which is attached hereto as **Attachment A** and incorporated herein, along with its Application Fee in accordance with the Ordinance; and

WHEREAS, the terms and provisions of the Ordinance are declared to be the minimum with respect to the duties, requirements, and obligations of the Franchisee; and accordingly, any terms and provisions which impose greater or more restrictive duties, requirements, and obligations upon the Franchisee are declared and agreed to prevail over the terms and provisions of the Ordinance; and

WHEREAS, the Franchise shall be conditioned upon the faithful performance of all duties and requirements imposed by the Ordinance, this Franchise Agreement, existing law, and requirements established by the Clay County Department of Environmental Services (the “Department”) under the direction of the County’s Board of County Commissioners.

NOW THEREFORE, pursuant to the provisions and authority of the Ordinance and in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and

for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. Franchise District. The Franchise granted is within Franchise District #IX, as established under Clay County Resolution 89/90-63R.
2. Authorized Collection Service. The collection service authorized under this Franchise Agreement is Container Service which is the collection of Garbage, Rubbish, Yard Trash, and Recyclable Materials stored in Containers as provided and specified under the Ordinance.
3. Non-exclusivity. The Franchise granted is non-exclusive within Franchise District #IX.
4. Term. The Franchise granted shall commence on October 1, 2024 (“Effective Date”) and shall terminate on March 31, 2028, unless sooner terminated hereunder or under the Ordinance.
5. Franchise Fee. The Franchisee agrees to pay to the County a Franchise Fee of fourteen percent (14%) of the Franchisee’s gross receipts, which includes the Franchise Fee for Container Service in its Franchised District. Compactor lease and purchase receipts are exempt from the Franchise Fee. The Franchisee shall make payments by delivering a check to the Department, payable to the Clay County Environmental Fund, on or before the last day of each month, on the gross receipts of the previous month. The final payment for the last month of the Franchise Agreement shall be due thirty (30) days following the expiration or termination of the Franchise Agreement.
6. Audits and Reports.
 - A. Audit: The Franchisee shall maintain all books, documents, papers, and records related to the Franchise in accordance with generally accepted accounting principles. A customer list showing location, container size, and frequency, along with all books and records, must be made available for inspection by the Department staff upon request and with ten (10) days prior notice. The Franchisee shall retain all records relating to this Franchise Agreement for a period of at least five (5) years after the Franchise Agreement expires or terminates, whichever occurs first.
 - B. Monthly Report: The Franchisee must deliver to the Department, on or before the last day of each calendar month, a true and correct monthly report of gross receipts generated the previous calendar month from within its Franchise District. The failure of Franchisee to deliver a monthly report within the prescribed time shall be grounds for termination of the Franchise as provided under Section IV. 1. of the Ordinance. In the event of termination of the Franchise, the Franchisee shall remain liable for all Franchise and Disposal fees due up to the date of termination.
 - C. Annual Financial Statement: The Franchisee shall submit a certified financial statement each year to the Department on or before the first day of April, or on a date as otherwise agreed to by the Department, for the previous calendar year. The certified financial statement shall be prepared by a certified public

accountant licensed by the State of Florida. The certified financial statement shall indicate all revenues and expenses of disposal generated from or attributable to Franchise activities within Clay County. These statements shall be prepared in accordance with generally accepted accounting principles. If the Franchisee fails to submit its certified financial statement within the time prescribed herein or to obtain an extension for good cause shown fifteen days prior to the certified financial statement due date, the Franchisee shall pay an additional late charge of ten percent of the average monthly disposal fee incurred by the Franchisee for the preceding twelve month period. The failure of Franchisee to submit the certified financial statement within the prescribed time shall be grounds for termination of the Franchise as provided under Section IV. 1. of the Ordinance. In the event of termination of the Franchise, the Franchisee shall remain liable for all Franchise and Disposal fees due up to the date of termination.

7. Insurance. Throughout the term of the Franchise, Franchisee shall maintain the following insurance in accordance with Section IV 2.C. of the Ordinance:

The Franchisee shall provide and keep in force throughout the term of this Franchise Agreement and during any renewal or extension term(s) of this Franchise Agreement a comprehensive general public liability and property damage insurance policy. Such public liability coverage shall not be less than five hundred thousand dollars (\$500,000.00) for each person, and not less than five hundred thousand dollars (\$500,000.00) for each accident, with property damage coverage of not less than two hundred fifty thousand dollars (\$250,000.00) **insuring by name the Franchisee and naming "Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear" as "Additional Insureds"** against public liability and property damage claims; provided, however, that if the Franchise is for Hand Pickup Service, and the Franchisee serves fewer than two hundred (200) Customers, then the County may reduce the required limits of the public liability coverage to one hundred thousand dollars (\$100,000.00) combined for injury to person or property. The Franchisee shall maintain in full force and effect at all times at least the minimum motor vehicle insurance required under the law of the State of Florida for registration thereof, and shall provide proof of such registration to the County for each motor vehicle used by the Franchisee in the performance of its Franchise obligations. The Franchisee shall also maintain workers' compensation insurance in the statutory limits as required by the State of Florida.

The Franchisee must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Franchise Agreement. Franchisee shall provide a thirty day prior written notification to the County in the event coverage is cancelled, modified, or non-renewed. If any required insurance coverage is cancelled, terminated or revoked, the Franchisee shall immediately suspend its operations until replacement insurance is obtained and verified.

8. Bond. Throughout the term of the Franchise, unless modified under the Ordinance, Franchisee shall maintain a performance and payment bond in an amount not to exceed \$25,000.00 to insure continuity of collection and disposal service in accordance with Section IV 2.B. of the Ordinance.

9. Recycling. Franchisee agrees to actively market recyclable material collection services to all its Customers. The Clay County Recycling Program presently accepts specific recyclable materials at no charge (subject to change with 90-day notice) at the Clay County Recycling Facility. The Clay County Recycling Program will accept corrugated cardboard (dry, flattened) at the Clay County Recycling Facility from the Franchisee that are collected source separated. The Clay County Recycling Facility reserves the right to reject loads of materials collected as recyclable in the event a particular load contains more than 5 percent unacceptable materials or contamination. In the event a load of materials collected by the Franchisee as recyclable is rejected, the County will notify the Franchisee immediately, and reserves the right to have the materials properly disposed. The County will charge the Franchisee's prepaid account for the material rejected, and advise the Franchisee within ten working days of the appropriate charges.

Franchisee further agrees that if the County shall implement a recycling program requiring mandatory participation on the part of Container Service Customers, then Franchisee will cooperate with the implementation thereof, including termination services with non-participating or uncooperative Customers, if required by the County.

10. Application. In the event of any inconsistencies between the terms and provisions of the Application submitted by the Franchisee and those in this Franchise Agreement, the terms and provisions in this Franchise Agreement shall prevail. Any fraudulent or deceptive statements contained therein, or any material misstatements of fact contained therein shall be full and sufficient grounds for the immediate revocation of the Franchise and the termination of this Franchise Agreement by the County.
11. Equipment and Vehicles. The Franchisee shall acquire, employ and utilize all equipment and vehicles necessary to perform its Franchise duties, requirements, and obligations. Such equipment and vehicles shall be maintained in good condition and repair at all times and shall initially include the equipment and vehicles identified in the Application.
12. Notice. All notices given under this Franchise Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to Franchisee:

Freedom Waste Management, LLC
2220 CR 210 West
Suite #108, PMB #354
Jacksonville, FL 32259
Attention: Lee Boyer

If to County:

Clay County
3545 Rosemary Hill Road
Green Cove Springs, FL 32043
Attention: Director of Environmental Services

In the event that different addresses or representatives are designated by either party after execution of this Franchise Agreement, notice of the name, title, and address of the respective party will be provided to the other party.

13. Designated Place of Business. The Designated Place of Business for Franchisee shall be: 2220 CR 210 West, Suite #108, PMB #354, Jacksonville, FL 32259

14. Container Size. In accordance with Section IV 5.B. (5) (a) of the Ordinance, unless otherwise agreed to by the parties, Containers shall be provided for Customers in all available sizes (2 through 50 cubic yards) with suitable lifting connections to enable handling by the Franchisee using its standard equipment.
15. Ordinance Amendments. The Franchisee acknowledges and agrees that the County shall have the right to make amendments to the Ordinance from time to time within the reasonable exercise of its police powers to protect the public health, safety, and welfare. The Franchisee agrees to abide by such amendments as if set out fully herein.
16. Franchise Agreement Amendments. The Franchise Agreement may only be modified or amended upon written agreement of the County and the Franchisee. No oral agreements or representation shall be valid or binding upon either party. The Franchisee may not unilaterally modify the terms of the Franchise Agreement by affixing additional terms or by incorporating such terms onto the Franchisee's documents forwarded by the Franchisee to the County.
17. Default, Revocation, and Termination. In accordance with Section IV 1. of the Ordinance, if Franchisee violates any of the terms, conditions, or provisions of the Ordinance, the Franchise Agreement, or any of the regulations promulgated by the County pursuant thereto, the Department shall notify the Franchisee, in writing, to desist from further violations. If the violation continues for a period of fifteen days thereafter or reoccurs any time thereafter, the Franchisee shall be deemed to have forfeited the Franchise; provided, the Franchisee may, within said fifteen day period, petition the County for a hearing regarding whether grounds for forfeiture exist. A forfeiture of a Franchise shall mean that the Franchisee's rights under a Franchise are revoked and the Franchise Agreement terminated. Forfeiture shall take effect upon the certified mailing by the Department of notice thereof to the Franchisee.
18. Designated Disposal Facility. The Franchisee agrees to cause all solid waste collected by it under the authority of the Franchise to be delivered to the Transfer Station at the County's Rosemary Hill Solid Waste Management Facility, or such other Transfer Station or Designated Disposal Facility as the County may identify.
19. Tipping Fee Deposits.
 - A. At its sole discretion, the County may authorize the Franchisee to deposit funds with the County to be drawn against by the Franchisee for payment of the tipping fee due on each load of solid waste delivered to the Designated Disposal Facility, currently the Rosemary Hill Solid Waste Management Facility, or as otherwise designated by the Department, in lieu of requiring the Franchisee to tender cash with each such load. If granted, the County may withdraw such authorization at any time in its sole discretion without recourse on the part of the Franchisee.
 - B. Should the authorization under subparagraph A be granted by the County, then on any occasion that the County in its sole judgment shall determine that the balance of funds on deposit with the County to the credit of the Franchisee is low, zero or negative, the County may give written notice to the Franchisee by electronic or facsimile transmission to deposit additional funds with the County. The Franchisee shall deposit said additional funds by the second business day immediately following the sending of the written notice ("Deposit Deadline").

- C. If Franchisee fails to make a deposit to cure a negative balance within the Deposit Deadline under subparagraph B, Franchisee shall pay to the County a fee of \$25.00 for each day after the Deposit Deadline until the Franchisee deposits funds sufficient to cover the negative balance, pays all accrued fees under this subparagraph, and produces a positive balance.
- D. For purposes of this paragraph the term “Delinquent Fee” shall mean the fee charged under subparagraph C, and the term “Charged Day” shall mean a calendar day for which a Delinquent Fee has been charged to the Franchisee.
- E. The accrual by the Franchisee of 20 or more Charged Days during any 12 month period shall be grounds for the revocation of the Franchise and the termination of this Franchise Agreement.
- F. The Franchisee at all times shall remain liable to pay to the County the tipping fee charged by the County for each load of solid waste delivered by the Franchisee to the Designated Disposal Facility, currently the Rosemary Hill Solid Waste Management Facility, or as otherwise designated by the Department, and nothing in this paragraph shall be construed to the contrary.

20. Public Records.

- A. The Franchisee acknowledges the County’s obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Franchisee acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Franchise Agreement and that the Public Records Laws control over any contrary terms in the Franchise Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Franchisee covenants to comply with the Public Records Laws, and in particular to:
 - i. Keep and maintain public records required by the County to perform the services required under the Franchise Agreement;
 - ii. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Franchise Agreement term and following completion of the Franchise Agreement if the Franchisee does not transfer the records to the County; and,
 - iv. Upon completion of the Franchise Agreement, transfer, at no cost, to the County all public records in possession of the Franchisee or keep and maintain public records required by the County to perform the services. If the Franchisee transfers all public records to the County upon completion of the Franchise Agreement, the Franchisee shall destroy any duplicate public records that are exempt or confidential and exempt from public

records disclosure requirements. If the Franchisee keeps and maintains public records upon completion of the Franchise Agreement, the Franchisee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

- B. The Franchisee's failure to comply with the requirements of this paragraph shall be deemed a material breach of this Franchise Agreement, for which the County may terminate the Franchise Agreement immediately upon written notice to the Franchisee.
- C. The Franchisee acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Franchisee, require as follows:
 - i. A request to inspect or copy public records relating to the Franchise Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Franchisee of the request, and the Franchisee must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
 - ii. If the Franchisee does not comply with the County's request for records, the County shall enforce the Franchise Agreement provisions in accordance with this Franchise Agreement.
 - iii. If the Franchisee fails to provide the public records to the County within a reasonable time, the Franchisee may be subject to penalties under Section 119.10, Florida Statutes.

IF THE FRANCHISEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FRANCHISEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE FRANCHISE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 529-3604, PUBLICRECORDS@CLAYCOUNTYGOV.COM, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

21. Scrutinized Companies Certification. In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Franchisee is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Franchise Agreement if the Franchisee is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have

been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

22. E-Verify Requirement. Pursuant to Section 448.095, Florida Statutes, the Franchisee shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Franchisee during the term of the Franchise Agreement, and shall expressly require any subcontractors performing work or providing services pursuant to the Franchise Agreement to likewise register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the term of the subcontractor agreement. Subcontractors shall provide the Franchisee with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as set forth in Section 448.095(2)(b)1, Florida Statutes. Upon request, the Franchisee must provide evidence of compliance with this provision. Failure to comply with this Section is a material breach of the Agreement, and the County shall have the option of terminating this Franchise Agreement at its discretion.

23. Human Trafficking Attestation.

In compliance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the Franchisee, a nongovernmental entity, hereby attests under penalty of perjury as follows:

1. The Franchisee does not use *coercion* for *labor* or *services*, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
2. If, at any time in the future, the Franchisee does use coercion for labor or services, the Contractor will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
3. By execution of this Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

24. Public Entity Crimes Certification.

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- B. By signing this Franchise Agreement, the Franchisee represents that the execution of this Franchise Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Franchise Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.
 - C. In addition to the foregoing, the Franchisee further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Franchisee has been placed on the convicted vendor list.
 - D. Franchisee will promptly notify the County if it or any subcontractor of the Franchisee is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.
25. Indemnification. The Franchisee shall promptly defend, indemnify, and hold harmless the County, and its directors, officers, employees, representatives, and agents from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including reasonable court costs, attorneys' fees, professional fees, or other expenses, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, arising out of, by reason of, or in any manner connected with or related to the performance of the Franchise under this Franchise Agreement. The County does not agree to and shall not indemnify Franchisee or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Franchise Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections. This paragraph shall survive the expiration or termination of this Franchise Agreement.
26. Independent Contractor. Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Franchisee is an independent contractor and is not an employee, agent, joint-venture, or partner of the County.
27. Remedies. Each party shall have the right to seek the judicial enforcement and interpretation of this Franchise Agreement, and to avail itself of all remedies available to it arising at law or in equity for the breach of this Franchise Agreement. Remedies are mutually available, and include damages and specific performance, as appropriate.
28. Governing Law and Venue. This Franchise Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Franchise Agreement lies in Clay County, Florida.

29. Attorneys' Fees. In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Franchise Agreement or regarding the rights, remedies, obligations or liabilities of the parties arising under this Franchise Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.
30. Severability. If any provisions of this Franchise Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Franchise Agreement, and this Franchise Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.
31. No Assignment. The Franchisee shall not assign any of its rights or duties under this Franchise Agreement to any other party. Any such assignment attempted by the Franchisee shall be null and void. If the Franchisee attempts to assign any such rights or duties, the Franchise may be revoked and the Franchise Agreement may be declared terminated by the County.
32. No Third-Party Beneficiaries. Any other provisions of this Franchise Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Franchise Agreement, and no third-party shall be deemed to have rights or remedies arising under this Franchise Agreement or such documents against either party to this Franchise Agreement.
33. Further Assurances. Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Franchise Agreement and the Ordinance.
34. Waiver. No waiver by either party of any term or condition of this Franchise Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.
35. Headings. The headings contained in this Franchise Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions hereof.
36. Counterparts. The Franchise Agreement may be executed in one or more counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

37. Entire Agreement. This Franchise Agreement represents the entire agreement between the parties for the provision of the Franchise. No understanding, statement, representation, writing, agreement, course of conduct, or course of action by the parties or the authorized representatives of the parties, which is not expressed in this Franchise Agreement, shall be valid.

38. Authority. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Franchise Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Franchise Agreement on behalf of such party and that the Franchise Agreement will constitute a legal and binding obligation of such party.

IN WITNESS WHEREOF, the parties hereto have executed this Franchise Agreement as of the date and year first written above.

FRANCHISEE

By: _____

Print Name: _____

Title: _____

**CLAY COUNTY, a political subdivision
of the State of Florida, by and through its
Board of County Commissioners**

By: _____

Jim Renninger
Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

ATTACHMENT A APPLICATION

CLAY COUNTY, FLORIDA

Application for Solid Waste Collection, Transportation, and Disposal Franchise

Application Fee \$250.00 (Non-Refundable)



PLEASE TYPE OR PRINT

Each Item in this application must be answered completely. Attach additional sheets where necessary.

Type of Application

NEW ___

RENEWAL

TRANSFER ___

If Transfer of existing franchise, name of current franchisee _____

Applicant Information

Business Name (Parent Company and DBA if applicable)

Freedom Waste Management, LLC

Principal Business Address (provide both street and mailing addresses)

2220 CR210 #108 Pmb #354
Jacksonville FL 32259

Telephone Number and Email Address

904 337-0066 / Service@freedomwastemgt.com

Business Entity

Corporation ___

Sole Proprietor ___

General Partnership ___

Limited Partnership ___

LLC

Other ---- (describe ownership) _____

Services offered (check all that apply)

Container Rental ___

Front-End Load

Roll-Off

Other ___ (describe) _____

Contact Information to whom inquiries should be made

Name Lee Bayer

Title Owner

Phone 904-234-2114

Email Service@freedomwastemgt.com

EXPERIENCE

I. Does applicant currently hold a license or franchise to collect and transport solid waste within any municipality within, or any other political subdivision adjacent to Clay County?

Yes No

II. Commercial Franchise Holdings Owned by Applicant – List Florida franchise holdings in which applicant or any principal owns twenty percent (20%) or more equity interest.

Business Name and Community Duval County, St. Johns County & Nassau County

Date Franchise Granted May - July 2020

Date First Customers Served May 2020

Services Provided Front loader, Roll-off, Compactors

Name, Address, Telephone and Email of Government Official Responsible for Franchise

Solid Waste Divisions per county

III. Former Commercial Franchise Holdings – List Florida franchise holdings where applicant or any principal received, operated, and disposed of its interest in the franchise. Include franchises that expired or were not renewed.

Business Name and Community _____

Date Franchise Granted _____

Services Provided _____

Manner of Disposition _____

Reason for Disposition _____

IV. Does applicant or principals have any previous or existing enforcement action(s) by Clay County or any environmental regulatory agency for violation of any rule or regulation relating to solid waste handling, transporting, or disposal?

Yes No

If yes, submit a detailed listing of such actions, including date, reason, final adjudication or disposition.

MANAGEMENT CAPABILITIES

I. Will the applicant's franchise system include

Local Manager Yes No If yes, location _____
 Regional Manager Yes No If yes, location _____

II. List Name and Title of Management Team responsible for franchise

Name Lee Boyer Title owner / operations
 Name James Livingston Title Sales / Office Assistant
 Name Linda Maxwell Title Office manager
 Name Mike Murphy Title manager

III. List the personnel position classifications to be utilized in providing services.

Total Number of Employees Full-Time 6 Part-Time 2

Position <u>Drivers</u>	No. of staff <u>3</u>
Position <u>Operations</u>	No. of staff <u>1</u>
Position <u>Office / sales</u>	No. of staff <u>2</u>
Position <u>Local manager</u>	No. of staff <u>1</u>
Position <u>Delivery</u>	No. of staff <u>1</u>
Position _____	No. of staff _____
Position _____	No. of staff _____
Position _____	No. of staff _____

IV. Attach Organizational Chart

V. List Name and Title of Parent Company Management Team (if applicable)

EQUIPMENT

I. Submit a full description of all collection and support vehicles and equipment owned or leased by the applicant which will be used in the collection, transportation or disposal of solid waste.

Type	Size	Make & Model	Year	Owned /Leased
Front Loader	40yd	Peterbilt	2019	owned
Front Loader	40yd	MACC	2018	owned
Front Loader	40yd	Peterbilt	2019	owned
Service Truck				
Delivery Truck				
Compactor / R.L Truck				
backup) Front loader	40yd	Peterbilt	2018	owned

II. Describe how applicant will secure additional or replacement equipment if necessary to provide the services under the franchise.

We have back up equipment in case of any mechanical issues. we have a mechanic on payroll that helps our Trucks / equipment run smoothly and to help us avoid unnecessary down time

FINANCIAL RESOURCES

Applicant must provide evidence of applicant's financial viability and the availability of sufficient funds to operate a franchise collection system in Clay County. This information may include audited financial statements and letters of commitment from financial institutions, lenders, or guarantors.

Financial information must include, but is not limited to:

- 1- Financials for the past three (3) years
- 2- Evidence of available funds sufficient to maintain franchise system
- 3- Financials of parent corporation for the last three (3) years (if different)

Note: Publicly traded corporations may provide links to published financials to meet the third requirement.

OWNERSHIP AND CONTROL

I. To be completed by all owners, principals, directors, corporate officers, and beneficial owners of twenty percent (20%) or more of stock or ownership interest in applicant (attach additional sheets if needed).

Name (individual) Lee Boyer

Name (organization) Freedom Waste Mgt. LLC

Address/City/State/Zip _____

Nature of Interest Partner _____ Owner/Stockholder ✓
 Officer _____ Corporate Director _____

Profession or Occupation _____

Name of Employer _____

Address of Employer _____

II. Is the Applicant a publicly held corporation?
Yes _____ No _____

III. Is the Applicant corporation directly or indirectly controlled by another corporation or legal entity?
Yes _____ No ✓

If yes, explain. _____

LEGAL AND CHARACTER QUALIFICATION

I. Has the applicant (including parent corporation, if applicable) or any principal ever been convicted in a criminal proceeding in which any of the following offences were charged?

	Yes	No		Yes	No
Fraud or Embezzlement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	False/misleading advertising	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Tax Evasion	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Perjury	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Bribery or Extortion	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Obstruction of justice	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Anti-trust violations	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Jury tampering	<input type="checkbox"/>	<input checked="" type="checkbox"/>

II. Has the applicant or any principal ever been or is now a party to a civil proceeding in which it was held liable for any of the following proceedings?

	Yes	No		Yes	No
Unfair/anti-competitive business practices	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Violations of securities laws (state and federal)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Consumer fraud/misrepresentation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	False/misleading advertising	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Tax Evasion	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Violation of local government ordinances	<input type="checkbox"/>	<input checked="" type="checkbox"/>

III. Has applicant or any principal ever had a business license or franchise revoked, suspended, or the renewal thereof denied or is a party to such a proceeding that may result in same?

Yes No

IV. Has applicant ever been warned by Clay County staff for violation(s) of solid waste ordinance?

Yes No

V. Has applicant been issued a Notice of Violation pursuant to the solid waste ordinance?

Yes No

VI. If "Yes" is the response to any of the questions above, provide a separate sheet with the following information for each "Yes" response: Date, Location, Court, Sentence, Fine, and other specifics.

VII. Provide five (5) references regarding your business, character, and financial qualifications. For each reference list name, title, telephone number, email, relationship, and years known.

INSURANCE AND BOND REQUIREMENTS

The Franchise holder shall maintain during the term of the Franchise all auto, liability, and worker compensation insurance as required by the State of Florida, and shall further maintain comprehensive liability insurance in such amounts as required by the State of Florida or by Clay County.

Evidence of such required insurance coverage must be submitted with this application.

Note: A performance and payment bond not to exceed \$25,000 shall be maintained during the term of the Franchise. **Do not include a bond with this application.** It will be due at a later date.

ORDINANCE

The applicant shall comply with all provisions of the Clay County Solid Waste Franchising and Collection Ordinance, Ordinance number 90-24, Article III. A copy of the ordinance may be obtained at the Clay County Environmental Services Department or on-line at municode.com,

https://library.municode.com/fl/clay_county/codes/code_of_ordinances?nodeId=CO_APXDFR_ARTIIIISO_WAFRCO.

APPLICANT'S AFFIDAVIT: I, Lee Carlton Boyer, hereby certify that I am an authorized representative of the Applicant, Freedom Waste Management, that all of the information provided in this Application is true and correct, that I have read and am familiar with the Clay County Solid Waste Franchising and Collection Ordinance, Ordinance No. 90-24, Article III, and that the Applicant shall comply with the provisions of the Clay County Solid Waste Franchising and Collection Ordinance.

Signed: [Signature] Date: 9-12-24
Print: Lee C Boyer
Title: Owner

STATE OF Florida
COUNTY OF St. Johns

Sworn to and subscribed before met this 12th day of September, 2024, by Lee Carlton Boyer.



Kristi Zajni
Notary Public
My Commission Expires: 8/12/28

Amendment 1

Freedom Waste Management has invested approximately \$200,000 in equipment this year. We are currently franchised to do business in Duval county, St. Johns County and Nassau County. We will be investing another \$80,000.00 to purchase a Front Loader truck and waste containers specifically for Clay County. In the near future we will look to purchase a property within in the county to run all Clay County operations.

AMENDMENT II

Freedom Waste Management currently holds a 25,000-performance bond for Duval County, St. Johns County and Clay County. Within 10 days of permit approval Freedom Waste Management will provide a copy of the performance bond for Clay County. Please see attached the current bond held with St. Johns County.

Amendment 4

Freedom Waste Management will be providing front load services to the county of Clay. We will offer a full line of 2,4, 6, and 8-yard front load dumpsters to handle all your business trash and waste removal needs. We also offer lock bars to prevent unwanted use of your dumpster.



4 Yard

The 4-yard front loading dumpster easily services small businesses, mixed debris projects and most other uses.



6 Yard

The 6-yard front loading dumpster is one of our most popular dumpsters and is great for medium volume businesses and apartment complexes.



8 Yard

The 8-yard front loading dumpster is great for large volume businesses such as office complexes, warehouses, schools and apartment complexes.

Recycling

We will also provide our customers with 2,4,6 and 8- yard recycling containers. These containers will be solely used for recyclables and will be transferred to the correct facility where the items are sorted and are sent to the correct place. We also offer a low-cost Cardboard dumpster that is also recycled.

Request

Whether you need a front load dumpster as a permanent disposal receptacle on your site or for one-time use, Freedom Waste Management can provide you with the perfect front load container waste program to meet your needs.

Simple Contract Terms and No Hidden Fees

When renting a business dumpster from Freedom Waste Management, you will never be surprised with any hidden fees in our dumpster prices. Unlike many other waste removal companies, we do not add on fuel surcharges or environmental fees. The dumpster rental price you are quoted is the fee you pay.

We provide flexible waste collection service which varies from once a week to five days a week depending on the amount of waste generated, with the option to have Saturday collection and the ability to add additional days of service when needed.

We want to give our customer a non-hassle waste service that includes timely pickups, good communication, 24-hour service We feel the community is lacking this currently and are excited to bring a new approach to the Waste industry.

Amendment 5

In preparation to run and operate Freedom Waste, I partnered up with Community Waste Services out of Gainesville, FL and have learned and developed the skills necessary to run an efficient and profitable waste company here in Jacksonville. I have listed to qualifications below.

Highlights of Qualifications:

- Experience in ensuring recycling of solid waste and performing all work in waste collection environment
- Operational knowledge of waste management regulations such as DOT and OSHA
- Knowledge of solid waste collection and practices
- Ability to operate solid waste collection equipment's
- Ability to provide technical direction
- Ability to plan and conduct safety training program
- Familiarity with EPA, DOT and OSHA regulations governing waste management
- Ability to prepare and maintain accurate and complete records and reports
- Knowledge of current solid waste collection trends and practices
- Good understanding occupational hazards and following all safety regulations

I also have the management and operation experience which allows me to run and operate the business as a whole.

Supervisor Qualifications:

- Managed solid waste and ensured its proper recycling.

- Analyzed collection of waste material and recommended safe and efficient collection of all recyclable goods.
- Investigated all accidents and ensured no damage to property.
- Prepared necessary reports in compliance to necessary policies.
- Supervised working of staff members and administered efficient working of employees and resolved all complaints.
- Monitored collection routes and ensured compliance to proper procedures and practices.
- Evaluated all equipment for assignments and prepared employee sheet to ensure smooth working.
- Prepared vehicle logs and collated all data to prepare a monthly mileage report.
- Performed audits if required to verify number of containers.
- Participated and conducted various safety meetings to train employees

As a native, business owner, management professional, and with strong family ties in the city of Jacksonville and St. Augustine I have a huge potential for business in this city. I have strong and long relationships with many of the top professionals in our city. I have spoken to many owners and operators and I believe with my experience and knowledge of the waste industry that I can bring something great to the area and to the people. Business owners are wanting and needing a change and they are willing and able to let my company and I be that change. I have built a long-lasting professional relationship throughout the years and hold a reputation of excellence and trustworthiness business owners need. I know with my skills and work ethic I can build a well-rounded and respected business this community needs.