

AGREEMENT BETWEEN ALACHUA COUNTY AND
WCA OF FLORIDA LLC FOR
COMMERCIAL SERVICES FRANCHISE AGREEMENT

This Commercial Services Franchise Agreement ("Agreement") is made and entered into this ____ day of _____, 20__, by and between ALACHUA COUNTY, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and WCA OF FLORIDA LLC, doing business at 5002 SW 45th Blvd, Gainesville, FL 32608, hereinafter referred to as the "Franchisee". Collectively the County and the Franchisee are referred to as the "Parties."

WHEREAS, pursuant to Article VI of Chapter 75 of the Alachua County Code of Ordinances, the County requires all persons or entities engaged in the business of providing commercial solid waste services to obtain a franchise issued by the County; and

WHEREAS, the County issues non-exclusive commercial franchises after receipt and approval of a written application, which may include a written agreement regarding the disposal site for solid waste collected by any franchisee; and

WHEREAS, the County owns and operates a transfer station ("Transfer Station"), which the County uses to transfer and transport municipal solid waste from Alachua County to a landfill that is owned and operated by the New River Solid Waste Association ("Landfill"); and

WHEREAS, the Franchisee has submitted an application for a commercial franchise in accordance with the requirements of Article VI of Chapter 75 of the Alachua County Code of Ordinances; and

WHEREAS, the County, by and through this Agreement, approves said application and grants a commercial franchise to the Franchisee.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct, comprise a material part of this Agreement and are incorporated herein.

2. **Definitions.** Whenever words and expressions are used in this Agreement, they shall be defined, interpreted and construed as provided in Article 1 of Chapter 75, Alachua County Code of Ordinances and as follows:

a. *"Acceptable Waste"* means solid waste that may be disposed of lawfully in a Class I landfill, provided that the solid waste was not collected pursuant to Franchisee's contracts, if any, for the collection of residential waste, recyclable materials and yard trash.

b. *"Applicable Law"* means any County ordinance or code provision, state or federal statute, law, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive, policy, standard or similar binding authority, or a judicial or administrative interpretation of any of the same, which are in effect or are enacted, adopted, promulgated, issued or enforced by a governmental body during the term of this Agreement, and relate in any manner to the performance of the County or Franchisee under this Agreement.

c. *"Effective Date"* means the date when this Agreement is signed by the County.

3. Grant of Franchise. Franchisee has submitted an application that meets all requirements set forth in Section 75.604, Alachua County Code of Ordinance. A franchise is granted to Franchisee until it expires or it is terminated or revoked.

4. Franchisee Obligations. During the term of this Agreement, Franchisee agrees to comply with all of the following:

a. Compliance with Law. Franchisee agrees to comply with all Applicable Laws, including without limitation, applicable provisions of Article 1, Chapter 75, of the Code of Ordinances of Alachua County, as exist and as may be amended during the term of this Agreement.

b. Insurance. Franchisee shall maintain in full force and effect insurance as specified, and filed with the County Manager, or designee, a certificate of insurance for all policies written in Franchisee's name, to remain on file with the County for the franchise term to include:

- (1) comprehensive general liability policy in an amount set forth in Subsection 75.604(b)(7), Alachua County Code,
- (2) automobile liability policy in an amount set forth in Subsection 75.604(b)(7), Alachua County Code, and
- (3) workers compensation as required by Florida statute.

c. Pay franchise fees as required by Section 75.602, Alachua County Code.

5. Term and Termination. This Agreement shall become effective immediately upon execution by both Parties (the "Effective Date") and shall remain in effect and shall bind Franchisee and the County from the Effective Date until September 30, 20__, unless this Agreement is revoked earlier. The County may suspend or revoke this Agreement at any time with just cause pursuant to Section 75.605, Alachua County Code.

6. Agreement Governed by Florida Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Franchisee shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Agreement. Any action to interpret or enforce the Agreement shall be brought and maintained in the State of Florida. Sole and exclusive venue for any action arising out of this Agreement shall be in Alachua County, Florida.

IN WITNESS WHEREOF, Franchisee and the County have duly authorized the execution of this Agreement by their respective officials.

COUNTY:

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

ATTEST:

By: _____
Chair

J. K. "Jess" Irby, esq., Clerk

APPROVED AS TO FORM

(SEAL)

Alachua County Attorney

(SIGNATURES CONTINUED ON NEXT PAGE)

FRANCHISEE

WCA OF FLORIDA LLC

By: _____

Matt Spencer

IF INCORPORATED PLEASE PROVIDE CORPORATE RESOLUTION STATING THAT THE INDIVIDUAL EXECUTING THIS APPLICATION IS AUTHORIZED TO EXECUTE IT ON BEHALF OF THE CORPORATION.

STATE OF FLORIDA

COUNTY OF Alachua

The foregoing document was acknowledged before me this 26 day of August, 2020, by Matt Spencer as COO of WCA of Florida, LLC, who is personally known to me or has produced _____ as identification.

Vickie Leavaga
Notary Public, State of Florida

Vickie Leavaga
Printed Name

Commission Number: GG 327139

Commission expires: 10-9-2022

