



## CONTRACT EXECUTIVE OVERVIEW COMMERCIAL FRANCHISE AGREEMENT

Contract Year 2026

Franchisee Name Grambo's Roll Off & Waste

Annual non-exclusive commercial solid waste franchise agreement.

**Approvals:**

<b>Project Manager</b>	<small>Signed by:</small> <i>Alyssa Roscoe</i> <small>Signed by: 781AD8D34D9...</small>
<b>City Finance</b>	<i>Helena Alves</i> <small>Signed by: 4F2A3892B67B492...</small>
<b>City Attorney</b>	<i>Marcus Duffy</i> <small>Signed by: 8D99F76D9FD417...</small>
<b>City Manager</b>	<i>Mike McLaughlin</i> <small>Signed by: D7DF1A254975438...</small>

**Date:** May 15, 2026 | 7:42 AM PDT

**Date:** Jun 8, 2026 | 10:35 AM PDT

**Date:** Jun 8, 2026 | 7:14 AM PDT

**Date:** Jun 8, 2026 | 10:37 AM PDT

Franchisee Contact Name and Email Frank Graham grambo@grambosrolloff.com

## CITY OF PALM COAST COMERCIAL SOLID WASTE FRANCHISE APPLICATION

To apply for a Commercial Solid Waste Franchise Agreement with the City of Palm Coast, please review the attached application and Franchise Agreement. Then initial where indicated, attach the requested documentation, and DocuSign the application and the Franchise Agreement. Once you complete this submission via DocuSign, the signed application and Franchise Agreement along with all attachments will be submitted to The City of Palm Coast - Central Services Division.

Once all documentation is reviewed and determined to be complete and satisfactory, **and your annual application fee has been received**, the Franchise Agreement will be processed for City Manager signature. Upon City Manager signature, a copy of the fully executed Franchise Agreement will be returned to you via DocuSign. Within one week of execution, the City will mail you the appropriate number of vehicle window stickers.

Franchise Agreements are valid for one year from date of issuance. To renew, please contact the City to request a new application. Each application will be considered by the City Manager in the same manner as the initial application.

1. Select applicable option below and attach copy of the check for the annual application fee:  
**Also, please mail your check for the annual franchise application fee as soon as you complete and submit this DocuSign application and agreement. Mail Check to:**



City of Palm Coast  
Central Services Division  
160 Lake Avenue  
Palm Coast, FL 32137

<input type="checkbox"/> <b>General Commercial Solid Waste Removal</b>	<input checked="" type="checkbox"/> <b>Construction &amp; Demolition Debris Removal ONLY</b>
<p><b>Required Documentation</b></p> <p>Annual Application Fee: \$2,500</p> <p>Liability Insurance</p> <p style="padding-left: 20px;">Public Liability (Injury) \$1,000,000 (1 Person)</p> <p style="padding-left: 20px;">\$2,000,000 (2 Persons)</p> <p style="padding-left: 20px;">Property Damage Liability: \$1,000,000</p> <p style="padding-left: 20px;">Umbrella Policy: \$5,000,000</p> <p>Workers Compensation \$500,000</p> <p>Automobile Liability: \$1,000,000</p> <p>License or Permit Bond: \$1,000,000</p> <p>Business Tax: \$200</p>	<p><b>Required Documentation</b></p> <p>Annual Application Fee: \$1,000</p> <p>Liability Insurance</p> <p style="padding-left: 20px;">Public Liability \$1,000,000 (1 Person)</p> <p style="padding-left: 20px;">\$2,000,000 (2 Persons)</p> <p style="padding-left: 20px;">Property Damage Liability: \$1,000,000</p> <p style="padding-left: 20px;">Umbrella Policy: N/A</p> <p>Workers Compensation \$500,000</p> <p>Automobile Liability: \$1,000,000</p> <p>License or Permit Bond: \$25,000</p> <p>Business Tax: \$70</p>

*\*In order to select and provide General Commercial Solid Waste Removal services within the City, Franchisee shall provide full recycling services, including but not limited to glass, plastic, aluminum, cardboard, etc.)*

Initial  
EWG

2. Attach proof of "License or Permit Bond" in amount specified above based on your selected option.



3. Attach a Certificate of Insurance (COI) listing the City of Palm Coast as Additional Insured in amounts specified based on selected option.



4. **Window Stickers** – Not applicable

5. Initial here to acknowledge your agreement that within five (5) business days of City's request, Franchisee will provide documentation of plan for disposal of all commercial waste, construction and demolition materials or recyclables collected within the City at an approved and licensed disposal site or recycling recoveries facility.     FKG    

6. Initial here to acknowledge your agreement that within five (5) business days of City's request, Franchisee will provide written Personnel policy addressing hiring and retention of employees with regard to driving violations and random testing for use of illegal substances.     FKG    

7. Attach a copy of your annual City of Palm Coast Local Business Tax Receipt.



8. Review and Sign the attached Franchise Agreement.

Initial  
    FKG    

The undersigned individually, or if a corporation for itself, its officers and directors, hereby authorizes the City Manager, or designee, to conduct an investigation into information contained herein and related to criminal or personal records.

I have read, understood and agree to comply with the requirements contained in this application:

Signed by:  
Signature: Frank H. Graham IV  
Authorized Representative

Print Name: Frank H. Graham IV

Title: President

Phone Number: 9045451239

Date: May 22, 2026 | 6:02 AM PDT

grambo@grambosrolloff.com

## NON-EXCLUSIVE COMMERCIAL SOLID WASTE FRANCHISE AGREEMENT

**THIS NON-EXCLUSIVE COMMERCIAL SOLID WASTE FRANCHISE AGREEMENT** ("Agreement") is made and entered into this the 8th day of June, 2026 ("Effective Date") by and between the City of Palm Coast, Florida, hereinafter referred to as "CITY", whose address is 160 Lake Avenue, Palm Coast, Florida 32164, and GRAMBO'S ROLL OFF AND WASTE LLC hereinafter referred to as "FRANCHISEE", whose principal place of business is 50 Silver Forest Drive 203, Saint Augustine, Florida 32092.

### **WITNESSETH:**

**IN CONSIDERATION** of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. **PRELIMINARY MATTERS.** The definitions set forth in City of Palm Coast Ordinance Number 2008-05 and its implementing rules shall apply relative to this Agreement and FRANCHISEE agrees to comply with all of the provisions of Ordinance Number 2008-05 and its implementing rules.
2. **GRANT OF NONEXCLUSIVE COMMERCIAL SOLID WASTE FRANCHISE.** CITY hereby grants a nonexclusive commercial solid waste franchise to FRANCHISEE consistent with the terms and conditions of all of the provisions of Ordinance Number 2008-05 and its implementing rules which include payment of the franchise fee set forth therein. FRANCHISEE agrees to comply with the terms and conditions of all of the provisions of Ordinance Number 2008-05 and its implementing rules.
3. **TERM.** The term of this Agreement shall be for a one (1) year period commencing on the Effective Date.
4. **PAYMENT/FINANCIAL REPORTING**
  - a. **Annual Application Fee** - FRANCHISEE shall pay to CITY an annual application fee as follows:
    - (1). Commercial Solid Waste Collection Application Fee - \$2500.00 (Resolution # 2008-28), or
    - (2). Construction and Demolition Debris Collectors/Haulers Application Fee - \$1000.00 (Resolution # 2008-217).
  - b. **Monthly Franchise Fee** – FRANCHISEE shall pay to CITY a monthly Franchise Fee of 15% of gross revenues billed monthly for General Commercial Solid Waste Removal and Construction and Demolition Debris Removal (Resolution #2025-119).
  - c. **Resolution** - All fees herein are subject to change upon resolution adopted by CITY's City Council.
  - d. **Monthly Franchise Fee Reporting Requirements** - By the 15<sup>th</sup> of each month following the month of collection, FRANCHISEE shall provide CITY with a monthly report showing monthly gross revenues billed by FRANCHISEE customer. A sample of the report is attached hereto as Exhibit 1. This reporting requirement is required every month whether or not FRANCHISEE has earned any gross revenues for the prior month.
5. **OWNERSHIP/COLLECTION OF RECYCLABLES.** All recyclables, once placed at a collection location or in a recycling container at a collection location, shall become the exclusive property of FRANCHISEE.

**6. LIQUIDATED DAMAGES/ADMINISTRATIVE CHARGES.**

- a. FRANCHISEE's failure to perform in accordance with the provisions of Ordinance 2008-05, is a breach of this Agreement. CITY shall notify FRANCHISEE in writing of such breach and provide FRANCHISEE with liquidated damages/administrative charges assessment stating the date of infraction, type of infraction and the amount of assessment for each infraction.
- b. Upon receipt of written notice to FRANCHISEE by CITY for levy of liquidated damages/ administrative charges, FRANCHISEE shall make full payment to CITY within thirty (30) days not as a penalty, but as liquidated damages/administrative charges for such breach of Ordinance 2008-05. In the event monies are due to FRANCHISEE from CITY, the amount due from CITY will be reduced by the amount of liquidated damages/administrative charges levied by CITY.
- c. The following list of liquidated damages/ administrative charges shall apply to the provisions of this Agreement:
  - (1). Failure to collect the solid waste of missed customers by 6:00 p.m. the same day when given notice before noon or by 12:00 noon the following day when given notice between 12:00 noon and 6:00 p.m.: \$150 per incident, a maximum of \$600 per truck per day.
  - (2). Over fifteen (15) well-founded customer complaints in a single month: \$20.00 per incident after the first fifteen (15).
  - (3). Collection of commercial solid waste, Construction & Demolition Debris, or Commercial recyclables before 6:00 a.m. or after 6:00 p.m.: \$500.00 per incident.
  - (4). Failure to clean wet garbage leach spillage of any type, other than hydraulic and other vehicle fluids, in accordance with franchise provisions: \$200.00 per incident.
  - (5). Failure to replace damaged commercial container within twenty-four (24) hours when damage caused by Franchisee: \$100.00 per incident.
  - (6). Failure to handle waste receptacles carefully; thoroughly empty and return containers or garbage receptacles to original location: \$250.00 per incident.
  - (7). Failure to repair damage to customer's property within seven (7) days: \$350.00 per incident.
  - (8). Failure to provide clean, safe and sanitary equipment at beginning of each work schedule: \$500.00 per incident.
  - (9). Equipment operator not properly licensed: \$500.00 per incident.
  - (10). Failure to provide required documents and reports in a timely and accurate manner: \$250.00 per incident.
  - (11). Failure to cover materials, if appropriate, on all collection vehicles: \$250.00 per incident.
  - (12). Name and phone number not displayed on all equipment and containers: \$250.00 per incident.
  - (13). Not providing current schedule and route maps: \$300.00 per incident
  - (14). Using improper equipment to service commercial customers: \$250.00 per incident.
  - (15). Failure to submit an audited financial statement by the prescribed date: \$500.00 per incident.

- (16). Failure to complete a collection route on the regular collection day: \$250.00 per day for each route not completed.
- (17). Failure to provide proper notification prior to commercial route changes: \$500.00 for route day not properly notified.
- (18). Causing tire skid marks, wet garbage leach spillage marks draining from the collection vehicle on roadways, private driveways or any thoroughfare within the service area: \$300.00 per incident.
- (19). Failure to follow established reporting operation or administrative procedures: \$300.00 per incident.
- (20). Failure to comply with the current commercial schedules and routing maps: \$250.00 per incident.
- (21). Failure to provide monthly tonnage and recycling data reports: \$250.00.
- (22). Failure to close gates on dumpster enclosures as well as container lids on commercial customer locations: \$250.00 per incident.
- (23). Causing collection vehicle hydraulic spills or leaks as well as any other fluids having potential damage or stain to asphalt, concrete or other roadway surfaces: \$500.00 per incident.
- (24). FRANCHISEE'S failure to provide the quantity of approved roster equipment within CITY during the required collection days: \$500.00 per incident.
- (25). Failure to report accidents, damage, and spillage to CITY immediately and provide a copy of a written report in the same day to CITY \$250.00 per incident.
- (26). Loaded vehicles left standing on street unnecessarily: \$150.00 per incident.
- (27). Failure to drive in proper direction: \$100.00 per incident.
- (28). Failure to deliver Class III materials to an authorized Class III landfill: \$250.00 per incident.

d. Each complaint shall be considered well founded, unless satisfactory evidence to the contrary is furnished to CITY by FRANCHISEE within ten (10) business days of the complaint.

e. This Section shall not limit other claims of CITY arising against FRANCHISEE.

## **7. STANDARDS OF CONDUCT.**

- a. FRANCHISEE warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for FRANCHISEE, to solicit or secure this Agreement and that FRANCHISEE has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for FRANCHISEE, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- b. If CITY determines that any employee or representative of FRANCHISEE is not satisfactorily performing his or her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, CITY shall so notify FRANCHISEE, in writing. FRANCHISEE shall immediately remove such employee or representative of FRANCHISEE from such assignment.
- c. FRANCHISEE hereby certifies that no undisclosed conflict of interest exists, or will exist, with respect to this Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of FRANCHISEE, or any interest in property that FRANCHISEE may have. FRANCHISEE further certifies that any conflict of interest that

arises during the term of this Agreement shall be immediately disclosed in writing to CITY. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

- d. FRANCHISEE shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.
  - e. CITY shall not intentionally award publicly-funded contracts to any FRANCHISEE who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationality Act (INA) as the INA may be amended from time-to-time. CITY shall consider the employment by the Contractor of unauthorized aliens, a violation of Section 274A (e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A (e) of the INA is a per se breach of this Agreement and shall be grounds for immediate termination of this Agreement by CITY.
  - f. FRANCHISEE shall comply with the requirements of the Americans with Disabilities Act (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.
  - g. FRANCHISEE shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection, or discrimination.
  - h. FRANCHISEE agrees to comply with all applicable Federal, State, and local laws, rules, regulations and ordinances. FRANCHISEE agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment safety, environmental and health laws.
  - i. FRANCHISEE shall ensure that all taxes due from FRANCHISEE are paid in a timely and complete manner including, but not limited to, local business taxes.
8. **NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. Until and unless so changed, the Parties designate the following as the respective places for giving of notice:

**FOR CITY:**

The City Manager  
 City of Palm Coast  
 160 Lake Avenue  
 Palm Coast, Florida 32164

**FOR FRANCHISEE:**

Frank H. Graham IV  
 Grambo's Roll Off and Waste LLC  
 50 Silver Forest Drive 203  
 Saint Augustine, Florida 32092

Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. FRANCHISEE agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice, or any other grounds as a substitute for the failure of FRANCHISEE to comply with the express written notice requirements herein. Computer notification (emails and message boards) shall not constitute proper written notice under the terms of this Agreement.

**9. ALTERNATIVE DISPUTE RESOLUTION.**

- a. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.
- b. FRANCHISEE agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to CITY in alternative dispute resolution procedures or which FRANCHISEE had knowledge and failed to present during CITY procedures.
- c. In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

**10. EXHIBITS.** The full text of Ordinance Number 2008-05 and FRANCHISEE's application and related materials filed with CITY are deemed exhibits to this Agreement and each exhibit referred to and attached to this Agreement is an essential part of this Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

**11. GOVERNING LAWS/VENUE.** This Agreement is to be governed by the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

**12. INDEPENDENT CONTRACTOR.** FRANCHISEE is, and shall always be, an independent contractor and neither FRANCHISEE nor any of its officers, agents, or employees shall attain any rights or benefits under the civil service or pension ordinances of CITY, or any rights generally afforded to classified or unclassified employees of CITY.

**13. INTERPRETATION.** This Agreement is the result of *bona fide* arms length negotiations between CITY and FRANCHISEE and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

**14. INDEMNITY.**

- a. To the fullest extent permitted by law, FRANCHISEE shall indemnify, hold harmless, and defend CITY, its agents, servants, officers, officials, and employees, or any of them, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorneys fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony arising out of or resulting from the performance or provision of services required under this Agreement, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of FRANCHISEE, its agents, servants, officers, officials, employees, or subcontractors.
- b. In accordance with Section 725.06, Florida Statutes, adequate consideration has been provided to FRANCHISEE for this obligation, the receipt and sufficiency of which is hereby specifically acknowledged.
- c. Nothing herein shall be deemed to affect the rights, privileges, and immunities of CITY as set forth in Section 768.28, Florida Statutes.
- d. In claims against any person or entity indemnified under this Section by an employee of FRANCHISEE or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for FRANCHISEE or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

**15. INSURANCE/BONDING.** FRANCHISEE shall continuously maintain the insurance coverages and bonding requirements set forth in Ordinance Number 2008-05 to the satisfaction of CITY. The specific reference of these ordinance-based obligations of FRANCHISEE shall not operate to limit the obligations of FRANCHISEE to comply with each and every provision of Ordinance Number 2008-05 although not specifically referenced in this Agreement.

**16. ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.**

- a. FRANCHISEE shall maintain books, records, documents, time and costs accounts, and other evidence directly related to its provision or performance of services under this Agreement. All records and cost data shall be maintained in accordance with generally accepted accounting principles.
- b. CITY may perform, or cause to have performed, an audit of the records of FRANCHISEE. This audit shall be performed at a time mutually agreeable to FRANCHISEE and CITY. The purpose of audits is to ensure that FRANCHISEE has made all, and full, appropriate payments to CITY.
- c. FRANCHISEE agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- d. The parties specifically acknowledge that this Agreement is subject to the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If FRANCHISEE is either a “contractor” as defined in Section 119.0701(1)(a), Florida Statutes, or an “agency” as defined in Section 119.011(2), Florida Statutes, FRANCHISEE shall:
  - (1). Keep and maintain all public records required by CITY to perform the services herein; and
  - (2). Upon request from CITY’s custodian of public records, provide CITY 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, F.S. or as otherwise provided by law; and
  - (3). 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 Agreement Term and following completion of the Agreement if FRANCHISEE does not transfer the records to CITY; and
  - (4). Upon completion or termination of the Agreement, transfer, at no cost, to CITY all public records in possession of FRANCHISEE or keep and maintain public records required by CITY to perform the services herein. If FRANCHISEE transfers all public records to CITY upon completion or termination of the Agreement, the FRANCHISEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FRANCHISEE keeps and maintains public records upon completion or termination of the Agreement, FRANCHISEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY’s custodian of public records, in a format compatible with the information technology systems of CITY.
- e. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A FRANCHISEE who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, FRANCHISEE shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney’s fees through any appeals, resulting from FRANCHISEE’S failure to comply with these requirements.

**f. IF FRANCHISEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FRANCHISEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, [cityclerk@palmcoastgov.com](mailto:cityclerk@palmcoastgov.com), 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.**

**17. SEVERABILITY.** If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest. All provisions of this Agreement shall be read and applied *in pari material* with all other provisions hereof.

**18. WAIVER.** The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force and effect.

**19. SCRUTINIZED COMPANIES.** Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

**20. CONTRACTOR PREFERENCE.** Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:

- a. The Contractor's political opinions, speech, or affiliations;
- b. The Contractor's religious beliefs, religious exercise, or religious affiliations;
- c. The Contractor's lawful ownership of a firearm;
- d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
- e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
- f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking;
- g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;
- h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

**21. E-VERIFY REGISTRATION AND USE.** Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- A. All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

**22. ENTIRE AGREEMENT.** This Agreement shall constitute the entire understanding of the parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

**CITY OF PALM COAST:**

Signed by:  
 By: Mike McGlothlin  
D7DF1A254975438...  
 Name: Michael McGlothlin  
 Title: City Manager  
 Date: Jun 8, 2026 | 10:37 AM PDT

**GRAMBO'S ROLL OFF & WASTE:**

Signed by:  
 By: Frank H. Graham IV  
8637B0B143A54CA  
 Name: Frank H. Graham IV  
 Title: President  
 Date: May 22, 2026 | 6:02 AM PDT

**EXHIBIT 1**

**MONTHLY FRANCHISE FEE REPORT**

**FRANCHISEE NAME:** \_\_\_\_\_

**DATE OF REPORT:** \_\_\_\_\_

**COLLECTION MONTH:** \_\_\_\_\_



Customer	Pickup Date	Revenues Earned	Franchise Fee (15% of Revenues Earned)

**Sign Here:** \_\_\_\_\_  
**Authorized Representative**

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_



**If no gross revenues were earned for the Collection Month, please read and sign the certification below:**

**As an authorized representative of Franchisee, I hereby certify that to the best of my knowledge and belief, no gross revenues were earned by Franchisee for the Collection Month set forth above.**

**Sign Here:** \_\_\_\_\_  
**Authorized Representative**

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**COMMERCIAL FRANCHISE AGREEMENT  
DOCUMENT CHECKLIST  
(Completed by City)**

    <sup>x</sup> - Certificate of Insurance received

    <sup>x</sup> - Copy of Bond received

    <sup>x</sup> - Copy of Business Tax Receipt Received

    <sup>x</sup> - Copy of Check for Annual Application Fee received

     - Actual Check for Annual Application Fee received



# City of Palm Coast

## Local Business Tax Receipt

THIS TAX RECEIPT EXPIRES: 9/30/2026

Business Name: Grambo's Roll Off and Waste LLC  
Business Phone: (904) 545-1239

**Business ID: 77309**

Location:  
50 Silver Forest Drive  
203  
Saint Augustine, FL 32092

Mailing Address:  
Grambo's Roll Off and Waste LLC  
50 Silver Forest Drive  
203  
Saint Augustine, FL 32092

### Local Business Tax Receipt

*The issuance of this Business Tax Receipt based upon payment of the tax in no way confers any right to violate any law, ordinance or regulation of this State, Flagler County or City of Palm Coast. Payment of the tax does not grant or determine any land use, zoning or development approval of any kind under Federal, State or local law, rule, regulation, code or ordinance. Any questions regarding this Business Tax Receipt should be directed to the city*

**POST IN A  
CONSPICUOUS  
PLACE**

Description: DUMPSTER  
Issued Date: 5/15/2026

Business Tax Department

This Business Tax Receipt is NOT Transferable

Office Copy Only

**KEEP THIS COPY  
FOR YOUR  
RECORDS**

# City of Palm Coast

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THIS TAX RECEIPT EXPIRES: 9/30/2026

Business Name: Grambo's Roll Off and Waste LLC  
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Description: DUMPSTER  
Issued Date: 5/15/2026

Business Tax Department





**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Policy Effective	03/10/2026	Policy Expiration	03/10/2027	Carrier Code	27847
Endorsement Effective	03/10/2026	Policy Number	WMD 5076500	Endorsement No.	<b>1</b>
Insured GRAMBO'S ROLL OFF & WASTE LLC					

GRAMBO'S ROLL OFF & WASTE LLC  
50 SILVER FOREST DR STE 203  
SAINT AUGUSTINE, FL 32092

460

63-1403/631

5/16/26

Date

CHECK ARMOR  
FRAUD PROTECTION

Pay to the  
Order of

City of Palm Coast

\$ 1,000.00

One thousand & 00/100

Dollars



Photo  
Safe  
Deposit®  
Details on back.



SouthState

SouthStateBank.com 800.277.2175

For

*[Handwritten signature]* *[Handwritten signature]*

⑆063114030⑆8010001679440⑆00460

Permit Bond – please provide clarification on what is needed. Can you please send me a copy of another haulers bond so I can use it as a reference?



Effective Date: May 26th, 2026

# Western Surety Company

## LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 73812938

That we, Grambo's Roll Off & Waste, LLC

of Saint Augustine, State of FL, as Principal,  
and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State of

Florida, as Surety, are held and firmly bound unto the

City of Palm Coast, State of Florida, as Obligee, in the penal

sum of Twenty Five Thousand and 00/100 DOLLARS (\$25,000.00),  
lawful money of the United States, to be paid to the Obligee, for which payment well and truly to be made,  
we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been  
licensed Debris Removal Permit

\_\_\_\_\_ by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply  
with the laws and ordinances, including all amendments thereto, pertaining to the license or permit  
applied for, then this obligation to be void, otherwise to remain in full force and effect until  
May 26th, 2027, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class  
U.S. Mail, to the Obligee and to the Principal at the address last known to the Surety, and at the expiration  
of ~~thirty-five (35)~~ days from the mailing of said notice, this bond shall ipso facto terminate and the Surety  
shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said  
date. Regardless of the number of years this bond shall continue in force, the number of claims made  
against this bond, and the number of premiums which shall be payable or paid, the Surety's total limit of  
liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total  
liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be  
cumulative.

Dated this 26th day of May, 2026.

Grambo's Roll Off & Waste, LLC

Principal

Principal

WESTERN SURETY COMPANY

By

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

On this 26th day of May, 2026, before me, the undersigned officer, personally appeared Larry Kasten, who acknowledged himself to be the aforesaid officer of WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



*P. Dahl*  
Notary Public — South Dakota

My Commission Expires June 18, 2031

ACKNOWLEDGMENT OF PRINCIPAL  
(Individual or Partners)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_, known to me to be the individual described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL  
(Corporate Officer)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that he/she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public



License or Permit No. \_\_\_\_\_

LICENSE AND PERMIT BOND As \_\_\_\_\_

of \_\_\_\_\_

State of \_\_\_\_\_

Name of Applicant \_\_\_\_\_

Address \_\_\_\_\_

Filed \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Debris Removal Permit City of Palm Coast

bond with bond number 73812938

for Grambo's Roll Off & Waste, LLC

as Principal in the penalty amount not to exceed: \$ 25,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its  
Vice President \_\_\_\_\_ with the corporate seal affixed this 26th day of May,  
2026.

ATTEST.

L. Bauder  
L. Bauder, Assistant Secretary

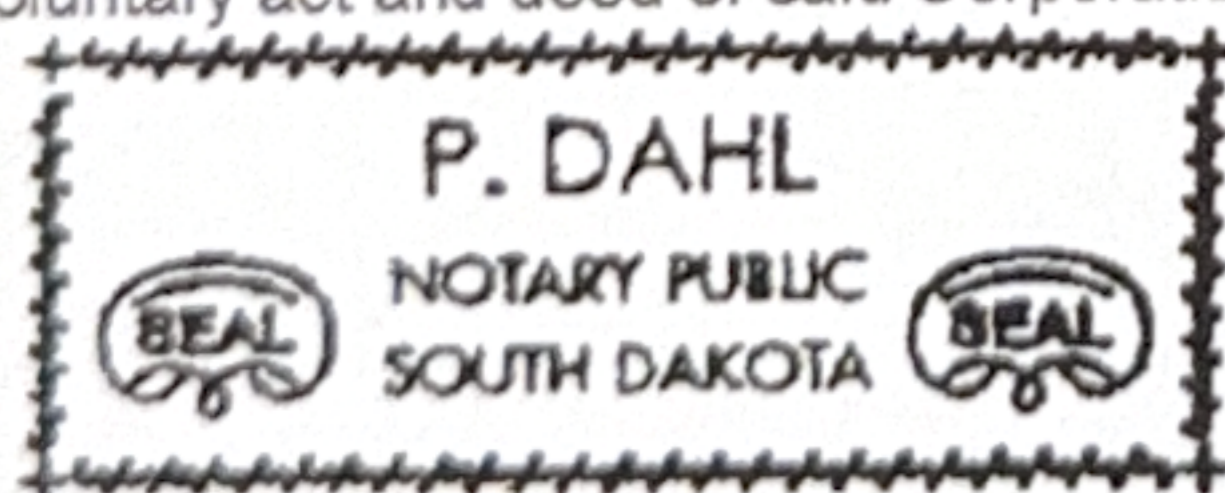
WESTERN SURETY COMPANY

Larry Kasten  
Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 26th day of May, 2026, before me, a Notary Public, personally appeared  
Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President  
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the  
voluntary act and deed of said Corporation.



P. Dahl  
Notary Public

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.



## Certificate Of Completion

Envelope Id: 70D562E3-2219-85D6-83B3-B748DDC67E31

Status: Completed

Subject: Grambo's Roll Off & Waste - Commercial Solid Waste Franchise Application and Agreement

Source Envelope:

Document Pages: 21

Signatures: 7

Envelope Originator:

Certificate Pages: 6

Initials: 4

Nathalie Garcia

AutoNav: Enabled

160 Lake Avenue

Envelopeld Stamping: Enabled

Palm Coast, FL 32164

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

NGarcia@palmcoastgov.com

IP Address: 204.145.118.4

## Record Tracking

Status: Original

Holder: Nathalie Garcia

Location: DocuSign

5/15/2026 8:45:24 AM

NGarcia@palmcoastgov.com

## Signer Events

## Signature

## Timestamp

Frank H. Graham IV

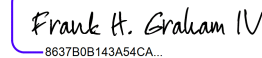
grambo@grambosrolloff.com

President

Grambo's Roll Off and Waste LLC

Security Level: Email, Account Authentication  
(None)

Signed by:

  
8637B0B143A54CA...

Sent: 5/15/2026 8:51:38 AM

Viewed: 5/15/2026 11:24:34 AM

Signed: 5/22/2026 9:02:58 AM

Signature Adoption: Pre-selected Style

Using IP Address:

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### Electronic Record and Signature Disclosure:

Accepted: 5/15/2026 11:24:34 AM

ID: bbb61f42-1808-4aba-9e17-41820267118e

Alyssa Roscoe

aroscoe@palmcoastgov.com

Security Level: Email, Account Authentication  
(None)

Signed by:

  
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Sent: 5/15/2026 8:51:39 AM

Viewed: 5/15/2026 10:42:01 AM

Signed: 5/15/2026 10:42:08 AM

Signature Adoption: Pre-selected Style

Using IP Address: 204.145.118.4

### Electronic Record and Signature Disclosure:

Accepted: 5/15/2026 10:42:01 AM

ID: d31c91bf-91d3-41ac-8bcc-3e3403ab6a2e

Nathalie Garcia

NGarcia@palmcoastgov.com

Sr. Contracts and Procurement Coordinator

City of Palm Coast

Security Level: Email, Account Authentication  
(None)

**Completed**

Sent: 5/22/2026 9:03:02 AM

Viewed: 5/22/2026 10:44:24 AM

Signed: 6/8/2026 9:35:10 AM

Using IP Address: 204.145.118.4

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Marcus Duffy

cityattorney@palmcoastgov.com

Security Level: Email, Account Authentication  
(None)

Signed by:

  
A9D59FASD9FD417...

Sent: 6/8/2026 9:35:14 AM

Viewed: 6/8/2026 10:13:40 AM

Signed: 6/8/2026 10:14:33 AM

Signature Adoption: Pre-selected Style

Using IP Address: 204.145.118.4

### Electronic Record and Signature Disclosure:

Accepted: 6/8/2026 10:13:40 AM

ID: 5cab0cec-f970-4b20-bb97-a0fa259a4e08

Signer Events	Signature	Timestamp
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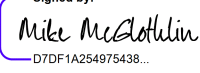
Helena Alves  
HAlves@palmcoastgov.com  
Financial Services Director  
Security Level: Email, Account Authentication (None)

Signed by:  
  
4F2A3892B67B492...  
Signature Adoption: Pre-selected Style  
Using IP Address: 204.145.118.4

Sent: 6/8/2026 9:35:14 AM  
Viewed: 6/8/2026 1:35:03 PM  
Signed: 6/8/2026 1:35:44 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 6/8/2026 1:35:03 PM  
ID: 772878f4-1949-4911-a1ce-7060c4c8594b

Mike McGlothlin  
MMcGlothlin@palmcoastgov.com  
City Manager  
City of Palm Coast  
Security Level: Email, Account Authentication (None)

Signed by:  
  
D7DF1A254975438...  
Signature Adoption: Pre-selected Style  
Using IP Address: 204.145.118.4

Sent: 6/8/2026 1:35:48 PM  
Viewed: 6/8/2026 1:37:24 PM  
Signed: 6/8/2026 1:37:47 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Nathalie Garcia  
NGarcia@palmcoastgov.com  
Sr. Contracts and Procurement Coordinator  
City of Palm Coast  
Security Level: Email, Account Authentication (None)

**Completed**  
Using IP Address: 204.145.118.4

Sent: 6/8/2026 1:37:52 PM  
Viewed: 6/18/2026 3:44:34 PM  
Signed: 6/18/2026 3:44:48 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Zachary Cooper  
ZCooper@palmcoastgov.com  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 5/22/2026 9:03:02 AM  
Viewed: 5/22/2026 9:07:47 AM

**Electronic Record and Signature Disclosure:**  
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Purchasing Mailbox for ONBASING  
Purchasing@palmcoastgov.com  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 6/18/2026 3:44:52 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Yvonne Robinson  
yrobenson@palmcoastgov.com  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 6/18/2026 3:44:53 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Alyssa Roscoe  
aroscoe@palmcoastgov.com  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 6/11/2026 11:41:34 AM  
ID: 0b2a27de-c2a8-43cc-8006-30190026ec41

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Sent: 6/18/2026 3:44:53 PM

Zachary Cooper  
ZCooper@palmcoastgov.com  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 6/18/2026 3:44:54 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/15/2026 8:51:39 AM
Envelope Updated	Security Checked	6/8/2026 9:33:46 AM
Certified Delivered	Security Checked	6/18/2026 3:44:34 PM
Signing Complete	Security Checked	6/18/2026 3:44:48 PM
Completed	Security Checked	6/18/2026 3:44:54 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **CONSUMER DISCLOSURE**

From time to time, City of Palm Coast (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

**How to contact City of Palm Coast:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [rconceicao@palmcoastgov.com](mailto:rconceicao@palmcoastgov.com)

**To advise City of Palm Coast of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [rconceicao@palmcoastgov.com](mailto:rconceicao@palmcoastgov.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [rconceicao@palmcoastgov.com](mailto:rconceicao@palmcoastgov.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with City of Palm Coast**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [rconceicao@palmcoastgov.com](mailto:rconceicao@palmcoastgov.com) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Palm Coast as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Palm Coast during the course of my relationship with you.