

**CITY OF NORTH MIAMI
PROFESSIONAL SERVICES AGREEMENT
(Piggyback - Southeast Florida Government Purchasing Cooperative Group)
(03-13-14 PB)**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of January 14 by and between the **City of North Miami**, a Florida municipal corporation, having its principal office at 776 NE 125th Street, North Miami, FL 33161 ("City") and **Unifirst Corporation**, a foreign for-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 68 Jonspin Road, Wilmington, MA 01887 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

RECITALS

WHEREAS, on October 21, 2011, the City of Hollywood, Florida ("Hollywood"), as the lead procurement agency, issued on behalf of the Southeast Florida Governmental Purchasing Cooperative Group ("Co-op"), **Invitation for Bid F-4300-12-RD Uniform Rental Service - Group I** ("IFB") to obtain bids from qualified and insured bidders for the provision of occupational uniforms as required for use by municipal employees ("Services"); and

WHEREAS, Contractor was competitively selected by Hollywood on behalf of the Co-op, as the lowest responsive, responsible bidder for the provision of Services

WHEREAS, on February 1, 2012, Hollywood awarded Contractor an agreement for the provision of Services commencing on February 1, 2012, through January 31, 2014, with the option to renew for two (2) additional two (2) year-periods, for an annual cost of Sixty Thousand Two Hundred Eighty Eight and .80/100 Dollars (\$60,288.80) ("Contract Award"); and

WHEREAS, on October 23, 2007, the Mayor and City Council adopted Ordinance No. 1244, authorizing the City Manager to approve the purchase of supplies, goods and or services from current contracts of other governmental entities including cooperative purchasing ("piggyback"); and

WHEREAS, the City is an active and current member of the Co-op, to which Contractor is willing to provide Services with the same favorable rate and price structure made available to Hollywood pursuant to the IFB; and

WHEREAS, the City Manager finds that diligently procuring the required Services, using the most cost effective means available, is in the City's best interest.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents are incorporated into and made part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 City of Hollywood *Invitation for Bid F-4300-12-RD Uniform Rental Service – Group I*, issued on October 21, 2011, on behalf of the Southeast Florida Governmental Purchasing Cooperative Group, attached hereto by reference;

2.1.2 Unifirst Corporation's bid and price schedule submitted in response to the IFB, attached hereto as Exhibit "A";

2.1.3 Contract Award by the City of Hollywood for the provision of Services on behalf of the Co-op dated February 1, 2012, attached hereto as Exhibit "B";

2.1.4 Any additional documents which are required to be submitted in the provision of Services, pursuant to the IFB.

ARTICLE 3 - TERM OF AGREEMENT

3.1 The initial term of this Agreement shall be a period of two (2) years commencing on January 1, 2014, through December 31, 2016 ("Initial Term"), unless terminated earlier by the City. The Contractor agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed term. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law.

3.2 Following the Initial Term, the City reserves the right to renew this Agreement in writing for two (2) additional two (2) year-term periods, subject to Contractor's acceptance and satisfactory performance.

3.3 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform Services or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

ARTICLE 4 - COMPENSATION

4.1 Contractor shall be paid an amount not to exceed Seventy Thousand Dollars (\$70,000.00) per year, as full compensation for Services. Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Contractor.

4.2 The City shall pay Contractor within forty-five (45) days of receipt of invoice the total shown to be due on such invoice, provided the City has accepted the Services.

ARTICLE 5 - SCOPE OF SERVICES

5.1 Contractor will provide all labor, supervision, materials, equipment and services necessary to furnish and deliver occupational uniforms as required for use by City employees, in accordance with the specifications, terms and conditions contained in the Contract Documents. Contractor shall perform the Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) the person executing this Agreement on behalf of Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

5.3 Contractor agrees and understands that: (i) any and all subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subcontractors for any of the work related to this Agreement shall be borne solely by Contractor.

5.4 Contractor warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

5.5 The Services shall be completed by the Contractor to the satisfaction of the City. The City shall make decisions on all claims regarding interpretation of the Agreement and on all other matters relating to the execution, progress and quality of the Services.

ARTICLE 6 - CITY'S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 - INDEPENDENT CONTRACTOR

7.1 The Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida Workers' Compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide

Workers' Compensation Insurance for any employee or agent of Contractor rendering Services to the City under this Agreement.

ARTICLE 8 - DEFAULT

8.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within ten (10) business days after receiving Notice of Default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 9 - CONFLICTS OF INTEREST

9.1 The Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

9.2 The Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing work on Services assigned to the Contractor. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 10 - INDEMNIFICATION

10.1 The Contractor shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Contractor, its officers, directors, agents, partners, subcontractors, employees and managers in the performance of the Services under this Agreement.

10.2 The Contractor shall be fully responsible to City for all acts and omissions of the Contractor, its employees, subcontractors, suppliers, or other persons directly or indirectly employed by its subcontractors or suppliers, and any other persons or organizations performing or furnishing supplies under a direct or indirect agreement with Contractor. Nothing in the Contract Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to cause the payment of any money due any subcontractor, supplier, employee or agent except as may otherwise be required by law.

10.3 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST: Unifirst Corporation., a foreign for-profit corporation

Corporate Secretary or Witness: "Contractor":

By: _____ By: [Signature]

Print Name: _____ Print Name: Robert Buzar Co-Mgr.

Date: _____ Date: 11/3/2013

ATTEST: City of North Miami, a Florida municipal Corporation:

By: [Signature] By: [Signature]

Michael A. Etienne City Clerk Stephen E. Johnson City Manager

Deputy for

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]
Regine M. Monestime
City Attorney

[Signature]

