

AGREEMENT

THIS AGREEMENT is hereby made and entered into this ____ day of _____, 20__, (the "effective date") by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 N.W. 1st Avenue, Delray Beach, Florida 33444, and FLSC, LLC DBA Florida Textile Recycling Programs, a Florida corporation (hereafter referred to as "Contractor"), whose address is 135 Weston Road, Suite 319, Weston, Florida 33326.

WHEREAS, the City desires to retain the services of the Contractor to provide goods and services in accordance with the City's Request for Proposal 2018-012, and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF REQUEST FOR PROPOSAL

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Request for Proposal 2018-012 and the Contractor's response to Request for Proposal, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the City's Invitation to Bid, which are incorporated herein by reference.

ARTICLE 3. BIN LOCATIONS

In the event that either party, in their sole respective discretion, determines to remove a bin from an approved location, the removing party shall provide thirty (30) days prior written notification to the other party of its desire to remove the bin from its existing location. Upon receipt of such notification, the City and Contractor shall thereafter relocate the bin to a mutually agreeable replacement site.

ARTICLE 3. COMPENSATION

Contractor shall provide compensation to the City on a per bin basis equal to One Thousand Five Hundred Dollars (\$1,500.00) per bin annually in equal monthly installments, in compliance with the Pricing Schedule attached hereto and incorporated herein and according to the terms and specifications of the referenced Request for Proposal. However, in the event that a bin is removed from an approved location by either party and not relocated to a mutually acceptable location, Contractor shall not be responsible to provide compensation to the City for such removed bin.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or



mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: Interim City Manager
Email: DeJesus@mydelraybeach.com

- ii. with a copy to: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney
Email: gelinl@mydelraybeach.com

- iii. As to the Contractor: Florida Textile Recycling Programs
135 Weston Road, Suite 319
Weston, Florida 33326
Attn: Marc Douglas, Managing Member
Email: marc@textileprograms.com

b. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. CONTRACT TERM

This Agreement term shall commence upon the date of the duly executed Agreement, and shall remain in effect for five (5) years, unless terminated earlier or renewed in accordance with terms set forth in the RFP. Upon mutual agreement of City and Contractor, this Agreement may be renewed for up to an additional five (5) years.

(Remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

CITY OF DELRAY BEACH, FLORIDA

[SEAL]

By: _____
Neal de Jesus, Interim City Manager

ATTEST:

By: _____
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Lynn Gelin, City Attorney

CONTRACTOR

[SEAL]



MARIA E. GALLUB
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG106002
Expires 7/11/2021

By: _____

MARC DOUGLAS
Printed Name

MGRM
Title

STATE OF FLORIDA

COUNTY OF ~~PALM BEACH~~
Broward

The foregoing instrument was acknowledged before me this 19 day of March, 2019, by Marc Douglas, as MGRM (name of officer or agent, title of officer or agent), of FLSC, LLC (name of corporation acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced FL Drivers License (type of identification) as identification.

Maria E. Gallub
Notary Public – State of Florida

PRICING SCHEDULE

		Proposed Annual Revenue
Year One Revenue	10 Bins \$1,500.00	\$15,000.00
Year Two Revenue	10 Bins \$1,500.00	\$15,000.00
Year Three Revenue	10 Bins \$1,500.00	\$15,000.00
Year Four Revenue	10 Bins \$1,500.00	\$15,000.00
Year Five Revenue	10 Bins \$1,500.00	\$15,000.00
Total Five Year Revenue:		\$75,000.00

